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CURRENT TOPICS.

IT IS UNDERSTOOD that, as the 24th of October, the day appointed for the commencement of the Michaelmas Sittings, falls on a Saturday, the Lord Chancellor's breakfast to the Judges and Queen's Counsel, and the opening of the courts, will be postponed until Monday, the 26th of October.

WE ARE ASKED to remind our readers that applications for tickets for the forthcoming Provincial Meeting of the Incorporated Law Society at Birmingham must reach the hon. secretary (Mr. T. H. RUSSELL, 18, Newhall-street, Birmingham) on or before the 1st of October next. The numbers returned up to the 23rd inst. as attending the meeting were over 536 members.

WE INVITE the attention of the esteemed correspondents who recently wrote to us on the subject of solicitors sharing brokers' commissions, and of our readers generally, to the temperate and well-reasoned letter on that subject which we print in another column. The signature will be easily identified by the majority of our readers; and that being so, perhaps we may venture to say, for the benefit of those to whom it does not convey any definite meaning, that we believe the writer is not surpassed by any member of the profession in his detestation of practices which could be described as even bordering on the unprofessional; his opinion, therefore, on this matter ought to carry weight. His habit of communicating to the client the information that he shares commission with the brokers is one which may be commended to all solicitors.

THERE IS some inconsistency in the books as to the year of birth of Sir HENRY HAWKINS, but we believe we are correct in stating that he celebrated his seventy-ninth birthday last week. He has not yet equalled the veteran Vice-Chancellor BACON, who left the bench at the age of eighty-six years, and at seventy-nine was quite a judicial youngster. But on the 2nd of November next Sir HENRY will have been twenty years on the bench, and in this respect at least he has surpassed the Vice-Chancellor. It would really appear from these, and other instances, that, given a good constitution and a long-lived ancestry (we believe that both Sir HENRY's father and grandfather attained patriarchal ages), there is no better recipe for long life, with continued mental vigour, than a seat on the bench of the High Court.

BY THE DEATH of the Hon. GEORGE DENMAN the legal world loses a unique and distinctive figure. No one would claim for him—nor, to do him justice, would he have claimed for himself

—any pretension to fill the rôle of a great judge. He was currently included among those judges who, according to a well-known legal witticism, have been appointed "*per stirpes*," and not "*per capita*." The son of a Chief Justice, and himself a Senior Classic and University Oar, he was naturally marked out for advancement in a profession which still retains much of the hereditary caste. He had legal ability enough not to lose his ample opportunities, and, in addition, to do his work with an effective dignity which was made the more impressive by his handsome and distinguished presence. It seemed only a part of the order of nature that in due course he should receive silk and ermine and sit upon the judicial bench of which his father was so distinguished an ornament. But he had qualities of his own which kept him to the front and gave him a more prominent position than his strictly legal calibre would have warranted. Though the son of a newly-made peer, he seemed to bear upon his face and manners and character the stamp of the purely aristocratic virtues—courtesy, generosity, and punctilious honour. And no one knew better than he how to retain through life the advantage of the reputation of having been Senior Classic. There were certain assize towns—notably Cambridge and Winchester—where the faces of schoolboys and college authorities beamed with pleasure upon any announcement that DENMAN was coming on the circuit. His presence was a guarantee of half holidays and dinners to be earned at the easy price of a playful correspondence with the judge in polished Latin verse. And towards his Inn and the Bench generally he stood somewhat in the relation of MILTON to CROMWELL. He it was who was called upon to express the common desire for an epitaph or an epigram in a dead language upon the occurrence of any special event of pleasure or sorrow, and his work as Latin secretary was always done with good taste, good feeling, and good scholarship. One of his latest and most effective efforts in this direction was his epitaph on the tablet to Lord BOWEN in Lincoln's-inn Chapel. And in another direction, too, he was noted beyond most of his colleagues—namely, in his generous contributions of money to useful and charitable objects. His share of the unfortunate plunder of Serjeants'-inn went, we believe, to enrich University College. The exercise of both these qualities did not cease with his retirement from the bench, and while a distinguished lawyer like Lord BLACKBURN seemed to be utterly forgotten for years before his death, DENMAN remained always so popular a figure in the legal and social world that it was often difficult to realize that he had really retired from the bench. His presence is now finally withdrawn; and we can form no better wish for his successors than that they should one and all succeed in combining with a possibly greater legal power the polish of his manners and the generosity and dignity of his character.

A CASE of the greatest importance to many large manufacturing firms was heard recently at the Darlington Police Court, where a canvasser for a well-known sewing machine company appeared to answer a charge preferred against him by the Inland Revenue authorities for acting as a hawker without a licence. It was proved that the defendant travelled about the neighbourhood of Darlington with a horse and carriage, and not only solicited orders for sewing machines, but also actually sold such machines for the company which employed him. It was stated by the solicitor who appeared to defend that the sewing machine company employed over four thousand men in a similar manner in various parts of the country. The law on the subject is contained in the Hawkers Act, 1888, which provides that every hawker must take out an annual licence, for which he has to pay the sum of £2, and imposes a penalty on any person convicted of hawking without such licence. A hawker is defined as "any person who travels with a horse or other beast bearing or drawing burden, and goes from place to place, or to other men's houses, carrying to sell or exposing for sale any goods, wares, or merchandise, or exposing samples or patterns of any goods, wares, or merchandise to be afterwards delivered." The defendant therefore obviously came within the Act unless he was entitled to take advantage of any of the exceptions. The only exception that need be considered, and within which it was argued that the defendant came, is that which provides that no licence need be taken out "by the real

worker or maker of any goods, wares, or merchandise, and his children, apprentices, and servants usually residing in the same house with him, selling or seeking orders for goods, wares, or merchandise made by such real worker or maker." The words "usually residing in the same house with him" appear to be fatal to this argument for the defence, and it is difficult to see how persons in the position of the defendant can hope to prove that they do not come within the Act. The defendant was convicted; but as it is of enormous importance to the company, and probably to many other companies and firms, that the question should be settled beyond doubt, the justices very properly agreed to state a case for the High Court. Whether or not the High Court supports the decision of the Darlington bench, it may well be doubted whether such canvassers are within the spirit of the Act. Dr. JOHNSON defines a hawker as "one who sells his wares by proclaiming them in the street," and all the old statutes dealing with these licences group together "hawkers, pedlars, and petty chapmen." It would seem, therefore, that a hawker has generally been considered to be an itinerant vendor of goods in a small way of business who carries his stock-in-trade about with him, and that "hawker" has not generally been supposed to include travelling agents of large manufacturers. It is, by the way, interesting to note that the Act 8 & 9 Will. 3, c. 25, which first imposed upon hawkers the necessity of taking out a licence, did so in order to raise funds for the "payment of the interest of the transport debt for reducing Ireland."

ACCORDING to the classification suggested by Lord MACNAGHTEN in *Income Tax Commissioners v. Pemsel* (1891, A. C., p. 561), the word "charity" in its legal sense comprises (1) trusts for the relief of poverty, (2) trusts for the advancement of education, (3) trusts for the advancement of religion, and (4) trusts for other purposes beneficial to the community not falling under any of the preceding heads. But while this is useful as an enumeration of trusts which may satisfy the legal definition of charity, it is not to be assumed that every purpose which can be brought within any of the four heads is necessarily charitable. It would be difficult to say, indeed, that a gift for purposes of "general utility" does not contemplate purposes beneficial to the community so as to fall under the fourth head; but it was held in *Kendall v. Granger* (5 Beav. 300) that the words "general utility" were so large as to comprehend purposes which were not charitable, and that consequently their inclusion in the purposes of a gift made the gift void. It thus appears that a gift which is designed to benefit the public at large is not a "charitable" gift unless the purposes are restricted so as to bring it within one of the objects technically recognized as charitable. In the same way gifts for "benevolent" purposes have been held to be void; for though there is no charitable purpose which is not a benevolent purpose, yet the converse is not true, and there may be benevolent purposes which the court cannot construe as charitable (*James v. Allen*, 3 Mer. 17). A similar question arose in the recent case of *Re Macduff* (ante, p. 651), where a testator had left a sum of £10,000 for such purposes, "charitable, philanthropic, or . . .," as a specified person should name. Disregarding the blank, the Court of Appeal held that the gift was in effect for such charitable or philanthropic purposes as should be named, and it was necessary, therefore, to determine whether philanthropic purposes fell within the technical meaning of charity. Considering the indefiniteness of the word, it was perhaps inevitable that the court should determine that the gift was void. Every purpose may be said to be philanthropic which is designed in any way to promote the welfare of one's fellow-men; but this goes far beyond the scope which has hitherto been assigned to legal charity. That term is still confined to objects falling within the purview of the preamble to the repealed statute, 43 Eliz., c. 4.

A CONSIDERABLE number of prosecutions have lately been reported from various parts of the country, of bakers for baking bread on Sunday. These proceedings are taken under the Sale of Bread Act, 1836 (6 & 7 Will. 4, c. 37), s. 14, which, under pain of a fine, forbids any baker to "make or bake any bread,

rolls, or cakes of any sort or kind" on Sunday at any hour whatever, or to sell any of such things, or to bake "any meat, pudding, pie, tart, or victuals" after 1.30 p.m. on that day of the week. Under the well-known "Lord's-day Act" (29 Car. 2, c. 7), any tradesman is liable to a penalty who exercises his "ordinary calling," or exposes for sale any goods or merchandise on Sunday. A prosecution for Sabbath-breaking is rather an anachronism in 1896, but (putting religious considerations entirely aside) it would be most objectionable to the average man, who so highly values his Sunday rest, if shops were to be open, and business carried on generally, on Sunday. If, however, any person whatever, either from religious feeling or private spite, might take proceedings under the last-mentioned Act, the position might in some districts become intolerable. Probably for these reasons the Sunday Observance Act, 1871, was passed, which provides that no proceedings shall be taken against any person under the Lord's-day Act except with the "consent in writing of the chief officer of police of the police district in which the offence is committed, or with the consent in writing of two justices of the peace or a stipendiary magistrate having jurisdiction in the place where such offence is committed." It is further provided that no magistrate who gives such consent may hear the case. This Act, however, only applies to prosecutions under the Lord's-day Act, and so in the case of bakers, and also in the case of butchers, under the Act 3 Car. 1, c. 2, proceedings may still be instituted by anyone who chooses. It is not easy to see why these two trades should not be protected from prosecution to the same extent as other trades.

TRESPASS TO land is a wrong for which the occupier is entitled to sue whether or no he can shew that he has sustained any actual damage, but ordinarily, where the trespass has been attended with damage, the amount of the damage represents the sum which the occupier is entitled to recover. It may be, however, that the trespasser, in addition to inflicting loss on the occupier, or even without inflicting such loss, gains some advantage to himself from the trespass, and to meet such cases the courts have established the salutary rule that for this advantage he shall be required to pay—a rule which does no more than give effect to the principle that a man shall not be allowed to make a profit by a wrong (see *per* Lord HATHERLEY, C., in *Jegon v. Vivian* (L. R. 6 Ch., p. 761)). The rule has been frequently applied in cases where persons in working their mines have carried coal through the mine of another, conduct which involves a continuing trespass and is equivalent to the enjoyment of a way leave through the adjacent mine. In *Martin v. Porter* (5 M. & W. 351), accordingly, the plaintiff, under the direction of PARKER, B., recovered compensation upon the footing that the defendant had received a grant of a way leave at a reasonable rent. Under the circumstances just stated there is the element that the trespass is underground, and possibly, therefore, the trespasser secures the enjoyment of his wrongful conduct for a length of time without its coming to the knowledge of the person entitled to interfere. But this element, though it may be an additional reason for putting the rule in force, is by no means essential. The principle is that the trespasser has assumed for himself the position of lessee, and as lessee, therefore, he is bound to pay. Hence in *Whitwham v. Westminster Coal Co. (Limited)* (44 W. R. 698) the Court of Appeal, affirming the judgment of CHITTY, J. (44 W. R. 459, see *ante*, p. 491), held that the rule applied where trespassers had made continuous use of the surface of land by tipping upon it spoil from their mine, and the damages given against them included both the actual damage to the land and compensation for the use of it.

WHEN a life interest is given under a will or settlement it is a matter of common practice to save the income for the use of the family of the donee by providing that his interest shall cease upon bankruptcy or alienation, and that the income shall then be applied for the benefit of his family. In the recent case of *Re Carew* (44 W. R. 700) a testator introduced a new kind of forfeiture clause by giving one-half his property upon the death of his widow to his son, with the proviso that if, upon such event, the son should be "under any legal disability, in consequence

whereof he would be hindered in or prevented from taking the same for his own personal and exclusive benefit," then the moiety should go to the son's wife and children. But the term "legal disability" has no precise technical meaning. It may mean only that the donee has become incapacitated by act of law from taking the property for his own enjoyment, as where he has been adjudicated bankrupt or has been convicted of felony; or it may mean, in addition, that he has by his own voluntary act, as by alienation or mortgage, deprived himself of the chance of exclusive enjoyment of the gift. In either case he has come under a disability to enjoy, and since it is a disability which the law will enforce it is in a sense a legal disability. But STIRLING, J. (44 W. R. 296), and the Court of Appeal declined to put this extensive construction on the phrase. In *Re Carew* there was indeed a petition in bankruptcy pending at the death of the testator's widow, upon which an order for adjudication was afterwards made. But the whole affair was simply a device on the part of the son. The bankruptcy was subsequently annulled, and for the purpose of the will no attention was paid to it. There was, however, an order outstanding against the son, as executor of his father, to repay over £5,000 to the testator's estate, and this amount was directed to be charged on his beneficial interest. The question arose, therefore, whether this charge placed him under such a disability as was contemplated by the will. But "legal disability," it was held, referred only to such disability as by act of law altogether prevented the donee from taking his share under the will, and did not touch the case of voluntary alienation or of a mere charge. In the present instance the charge was not strictly voluntary, but was created by order of court. It was, however, simply equivalent to a direction that the son should be treated as having already received £5,000 towards his share, and in any case it did not preclude him from enjoying the gift subject to the payment of that sum. The decision usefully defines "legal disability," should any future draftsman be tempted again to use the phrase.

UNDER R. S. C., 1883, ord. 16, r. 11, power is conferred upon the court to add the name of any person as plaintiff to an action either upon or without the application of either party, if sufficient reason for making the addition appears, but the power is qualified by the important proviso that "no person shall be added as a plaintiff . . . without his own consent in writing thereto." At first sight it does not appear what effect is to be given to the word "own" in this connection. The consent must be the consent of the person to be added, and the word might be intended to convey that the consent must originate with him personally, and not be merely a consent given on his behalf by a solicitor. This construction leaves the words "in writing" untouched by the word "own," and it would seem, therefore, that if the consent was really the personal consent of the client, the writing testifying the consent might be the writing of the solicitor. This view was adopted upon adding a plaintiff in *Ericker v. Van Grutten* (*ante*, p. 701), but was held by the Court of Appeal to be erroneous when the addition came to be critically examined. In the proceedings in the action it had been thought proper by the plaintiffs' solicitor to add WELLES, who was the trustee in bankruptcy of JAMES. A summons to make the addition was taken out, and WELLES's solicitors, in his presence, indorsed a consent for him on the summons. This consent was accepted by the chief clerk, and he made the *fiat* for the addition. WELLES's name was added accordingly, with the result that adverse orders were made, and he became liable in a way he had not anticipated for costs. Thereupon he sought to escape the liability, upon the substantial ground that he had been misinformed as to the liability he was incurring, and upon the technical ground that the consent should have been in his own writing. The substantial ground would, perhaps, not have been enough for the purpose; but upon the technical ground he succeeded. The rule in question is the successor of section 34 of the Common Law Procedure Act, 1852, and under that section the consent of the person or persons to be added as plaintiffs had to be given "either in person or by writing under his, her, or their hands." Clearly this implies the writing of the person giving the consent; and

the Court of Appeal have held, in *Fricker v. Van Grutten*, that this effect of the section has been perpetuated by the introduction of the word "own" in ord. 16, r. 11.

THE RESULT of the decision in the above case was that WELLER had been joined as plaintiff without any authority properly given by him. Under the old practice of the Court of Chancery, it would have followed that he would nevertheless have been liable for all costs incurred until he had intervened to have his name struck out. Where a solicitor filed a bill without the authority of the plaintiff, the latter was entitled to have the bill dismissed, but only with costs to be paid by himself, his remedy being to recover them against the solicitor who had thus made an improper use of his name (*Bligh v. Tredgett*, 5 D. G. & Sm. 74). But at common law, though the same harsh rule seems to have been sometimes enforced, it was ultimately settled that the plaintiff was entitled to an order staying all proceedings in the action without payment of costs (*Reynolds v. Howell*, 22 W. R. 18, L. R. 8 Q. B. 398). After the Judicature Acts it became necessary to determine which practice was to prevail, and in *Newbiggin-by-the-Sea Gas Co. v. Armstrong* (28 W. R. 217, 13 Ch. D. 310) the Court of Appeal declared in favour of the common law practice, a practice, as JESSEL, M.R., remarked, which was founded in natural justice. Instead, therefore, of leaving the plaintiff exposed to costs, the order in such cases now is that the solicitor who has improperly used his name shall pay the costs of the plaintiff as between solicitor and client and the costs of the defendant as between party and party. In *Fricker v. Van Grutten* the Court of Appeal declined to strike out WELLER's name, but they secured the same result by staying all further proceedings in his name and all proceedings under any orders made against him, including executions for costs, while all the costs occasioned by his having been added were thrown on the solicitor for the other plaintiffs who had procured the addition. In view of this very serious liability, it becomes important to bear in mind the necessity for procuring a consent in the actual writing of the person whom it is proposed to add as a plaintiff.

PERJURY.

THERE is no part of our Criminal Law in a much more unsatisfactory and complicated state than the law relating to perjury and offences of the nature of perjury. It has always been an offence at Common Law for a witness upon oath in a judicial proceeding, before a court of competent jurisdiction, to give evidence material to the issue, which he believes to be false. The Common Law, however, stopped there and took no notice of false statements, whether made upon oath or not, made under other conditions. It would, however, be manifestly intolerable if persons might with impunity make false statements in matters in which they are by law required or authorized to make statements.

Therefore whenever any statute has made provision requiring or allowing any oath to be taken otherwise than in a judicial proceeding, or any statement or declaration to be made, it has been necessary to insert in that statute a provision for the punishment of a person who takes such oath or makes such statement or declaration falsely. The consequence of this is that there are some hundreds of Acts of Parliament applying to England, besides many others applying only to Ireland, under which a person may be punished for some statutory perjury or for some offence of a kindred nature. This is a state of things which it ought to be easy to remedy. Attempts have been made to remedy it, and a Bill with this object passed the House of Lords early in 1895, but shared the usual fate of Bills promoted to improve the administration of the Criminal Law, and was no more heard of.

Examples of legislation dealing with offences of the nature under discussion may be found in the statutes of almost any session of Parliament. Take for instance the year 1871. We may first notice the Parliamentary Witnesses Oaths Act, 1871. At Common Law a person who gave false evidence before a Committee of Parliament was not guilty of perjury, hence the neces-

sity of providing, by section 1 of this Act, that any person who wilfully gives false evidence upon oath before a Committee of the House of Commons "shall be liable to the penalties of perjury." By the Railways Regulation Act, 1871, the officers of a railway company are bound to furnish certain statements periodically to the Board of Trade; but to insure that such statements shall be true it is necessary for the Act to provide (section 10) that "if any return which is required by this Act is false in any particular to the knowledge of any person who signs the same," such person shall be liable to punishment. Again, the Lodgers' Goods Protection Act, 1871, allows a lodger to recover his goods if distrained upon for rent due from his immediate landlord to the superior landlord, upon making a certain declaration with an inventory of the goods which belong to him. A provision is, however, necessary for the protection of the superior landlord from fraud, that the lodger shall be guilty of a misdemeanour if such declaration or inventory is false to his knowledge. Amongst the numerous offences which are dealt with separately in various Acts may be mentioned making false statements touching a birth or death to a Registrar, making false oaths or declarations for the purpose of marriage, making false statements or returns for the purposes of taxation, giving false evidence at the trial of an election petition, and giving false evidence at an arbitration.

Now it is submitted that all such offences might easily and with great advantage be made to rank under one or the other of two crimes to be defined by statute. The first, the more serious offence, might be called "perjury," and might be thus defined: "If any person, in the course of a judicial proceeding or otherwise, being authorized or required by law to make any statement upon oath, and being lawfully sworn, wilfully makes a false statement, he shall be guilty of the offence of perjury." The other offence might be called "making a false statement," and might be defined thus: "If any person, being authorized or required under, or by virtue of any Act of Parliament, to make any statement or declaration, for any purpose, wilfully makes a false statement or declaration, otherwise than upon oath, he shall be guilty of the offence of making a false statement." A provision of this sort would greatly simplify the law, introduce uniformity in dealing with this class of crime, and allow hundreds of statutory enactments to be repealed with safety. Besides this, there would be no need to introduce into future Acts provisions similar to those which have been referred to as examples.

If the suggested definition of perjury were to be adopted by the Legislature, it will be noticed that a real change would be made in the law in one respect, for the definition is silent as to the false statement upon oath being necessarily one material to the matter under the consideration of the court. Whether or not this change ought to be made is no doubt a question which is very open to difference of opinion. But it is a change which it is submitted might be made with advantage, and which more than one eminent judge has contemplated with favour. As the law, as generally received, stands at present, no one can be convicted of perjury unless the false statement which he is said to have made, is a statement material to the issue then being tried. But if a witness at a trial deliberately attempt to mislead the court by wilfully giving false evidence in a matter which is not material to the issue, it is hard to see that it is to the interest of justice that such a witness should incur no legal liability. A witness cannot always know whether his answer to a question is legally material or not, and in either case if he wilfully give false evidence he appears to deserve some punishment.

The authorities are not quite agreed that at Common Law materiality is a necessary ingredient of the crime of perjury. In the case of *Reg. v. Mullany* (Leigh and Cave, 593) ERLE, C.J., said: "When the question arises whether false swearing in a judicial proceeding with intent to mislead is to be free from punishment because it is wholly irrelevant and immaterial to the issue that is being tried, that will be a question for the fifteen judges to decide, though for my own part I should be inclined to hold that any false swearing in a judicial proceeding with intent to mislead, whether material or not, would amount to the crime of perjury." Neither are the great writers quite agreed, for Hawkins, in his "Pleas of the Crown," says: "Also it

seemeth that any false oath is punishable as perjury which tends to mislead the court in any of their proceedings relating to a matter judicially before them, though it in no way affects the principal judgment which is to be given in the cause." It is clear that what is inadmissible as evidence cannot be legally relevant. Therefore, if A. swear falsely and it turn out afterwards on appeal that his statement was inadmissible, A. is not guilty of perjury according to the usually accepted view of the law. So that the guilt of A. is made to depend on something which happens subsequently and not upon his state of mind when he swore falsely.

If this change were made, the enormity of the offence would of course differ greatly in different cases. A perjury may be committed in order to bring about a man's death, or false evidence may be given merely to conceal the identity of the witness himself, and with no intention of affecting the proceedings. Many crimes, however, are capable of great variation in the amount of moral guilt involved. This is a matter which should be left entirely to the judge to consider in awarding punishment. It is possible that if this alteration were made in the law, the change might tend to make witnesses more careful, and to discourage that disregard for the truth which is so lamentably prevalent amongst witnesses in our courts.

REVIEWS.

THE LAW OF TORTS.

THE LAW OF TORTS. By J. F. CLERK and W. H. B. LINDSELL, Barristers-at-Law. Second Edition by the Authors, assisted by T. HOLLIS WALKER, Barrister-at-Law. Sweet & Maxwell (Limited).

The first edition of Messrs. Clerk and Lindsell's work on Tort was published in 1889, and there have been sufficient changes in the law since that date to make a new edition very acceptable. Frequent use of the book has confirmed our original opinion that it was a work of solid merit. It was clearly written and reliable, and the authors spared no pains to deal adequately, while at the same time concisely, with the somewhat miscellaneous matters which go to make up the law of torts. These qualities are equally conspicuous in the new edition. The object of the writers, it is said in the preface, has been to produce something more than a mere agglomeration of head notes. They have endeavoured to extract from the cases the principles which underlie them, and present those principles to the reader in a connected form. It is not difficult to select portions of the book as examples of the success with which this laudable intention has been carried into effect. The excellent discussion in the first chapter of "malice" as an element in certain actions of tort, takes the reader through a series of cases, several of them recent, in which the courts have had to deal with and define this troublesome technical term, but the discussion necessarily fails of completeness while the judgment in *Flood v. Jackson* is still postponed by the House of Lords. When that decision has been given it will perhaps be possible to say with some precision under what circumstances a man is liable in tort for conduct injurious to another but designed for his own benefit, as in *Temperton v. Russell* (1893, 1 Q. B., 715), or escapes liability, as in *Mogul Steamship Co. v. McGregor, Gow, & Co.* (1892, A. C. 25). The divergence in the cases is clearly indicated in the book before us (p. 25), and the correctness of the decision in *Temperton v. Russell* is questioned. The chapter on trespass to land and dispossession furnishes another instance of thorough and methodical treatment. Exception may be taken to the statement (p. 277) that "possession" of land requires an intention to enjoy as owner. This is true of Savigny's peculiar theory of possession in Roman Law, and Messrs. Clerk & Lindsell's notes shew that they have founded themselves largely on his work. But even for Roman Law the theory of the *animus domini* is out of date, and it has certainly never had any application in our law. This criticism, however, does not touch the real merits of the chapter in which the authorities on dispossession, on forcible entry, and on title in ejectment, are very neatly treated. The chapter on misrepresentation has had to be remodelled in consequence of the decision in *Derry v. Peek* (38 W. R. 33; 14 App. Cas. 337), and it now bears the more appropriate title of fraud. Throughout the book the text has been carefully revised by the light of recent cases, and the present edition will enhance the reputation of the work.

The Clarendon Press will publish immediately "Lectures on Justice, Police, Revenue and Arms," delivered in the University of Glasgow by Adam Smith, reported by a student in 1763, and edited, with an introduction and notes, by Mr. Edwin Cannan. This work settles the vexed question as to the exact contents of Adam Smith's

Glasgow Lectures, and enables the reader to appreciate his high qualities and great popularity as a lecturer. Nearly the whole of "Police, Revenue, and Arms" forms the first draft of the "Wealth of Nations"; but the greater part of the matter appearing under the head of "Justice" is new. The book is of special interest as explaining the genesis of "Wealth of Nations," and as setting at rest many questions which have been agitated as to the relation of Adam Smith to the Physiocrats. The most interesting of the fresh passages is a vigorous attack on the early employment of children. The editor has appended numerous references to the authorities used by Adam Smith.

CORRESPONDENCE.

SHARING STOCKBROKERS' COMMISSIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—May not the question, whether the acceptance by members of our profession of any particular commission or share of profit is or is not legitimate and proper, be answered by ascertaining the reply that can in each case be given to the following queries: Is the commission received openly and to the knowledge of the client? and, Does it represent payment for work done and not otherwise remunerated?

Now, as regards the division between stockbrokers and solicitors of commission in respect of transactions in stocks and shares, I can only say that ever since I have been in practice—a period of between thirty and forty years—I have regularly shared commission with my brokers, and my father did so before me.

I tell my clients that this is my practice, and that if they like to make their investments in Stock Exchange securities through me they will incur no greater expense than if they consult a country broker or a banker, or communicate direct with brokers in London, for I make no other charge in connection with such business.

The practice is similar to the time-honoured one which prescribes the division between the country solicitor and his London agent of the profits of the business transacted in London, and just as this arrangement enables the litigant resident in the country to have the benefit of advice and assistance on the spot without paying two solicitors, so the division of commission between solicitors and stockbrokers enables the country investor to obtain advice from his own solicitor about his investments practically free of cost. Bankers receive a share of the commission from their brokers, and if it be right for them to do so, where is the objection to a similar arrangement between solicitors and brokers? I make it my business to know something about the various securities suitable as investments, whether for trust or other moneys, while I decline to have anything whatever to do with mere speculative or gambling transactions.

The persons chiefly benefited by this custom are our own clients. I can quite understand that the clients of great City firms do not seek the advice of their solicitors in connection with their investments; and rich people in the country whose transactions are large, and who keep themselves acquainted with the state of the money market, may find it to their advantage to communicate direct with their brokers; but as regards a very large class of investors, such as country clergymen, ladies, and many others, including trustees, it is no small advantage to them to be able to obtain the opinion of the solicitor, whom they consult in all their more important matters of business, as to the investment of their money, without, on the one hand, running up a bill, or on the other, placing themselves under an obligation, as they would do were we to give advice on such matters altogether without remuneration.

If the present system were put an end to, the persons who would chiefly benefit would be the outside brokers or "bucket shops," and the persons who would suffer would be the clients of the type I have mentioned.

Hereford, 21st Sept., 1896.

H.

THE SHORT TITLES ACT, 1896.

[To the Editor of the Solicitors' Journal.]

Sir,—May I point out a curious blunder which has been made in the Short Titles Act, 1896? The Act 9 Geo. 2, c. 36, with which we are all familiar as restraining many charitable dispositions, is labelled with the short title of "The Charitable Uses Act, 1735." Now, this Act is expressed to operate from the 24th of June, 1736; its official reference is 9 Geo. 2, c. 36, and the 9th year of the reign of George II. extended from the 11th of June, 1735, to the 10th of June, 1736; and it will be found printed under the date 1736 in the edition of the Statutes at Large, published in 1786.

A full account of the passing of the Act may be found in Part II., Chap. I., of "Highmore's History of Mortmain." It is there stated on p. 83—and this is probably the origin of the blunder—that leave

to bring in the Bill was given on the 5th of March, 1735, O.S.—i.e. Old Style. But in the Old Style, besides its error of eleven days, the commencement of each legal year was postponed from January 1st to March 25th. The 5th of March, 1735, was, therefore, only twenty days prior to the 25th of March, 1736; and we read, at p. 84 of Mr. Highmore's book, that a petition against the Bill was presented on the 26th of March, 1736. The further stages of the Bill are then detailed, ending with its receiving the Royal Assent on the 20th of May, 1736. The Act is also habitually spoken of as the Act of 1736, and the fact of its commencing on the 24th of June in that year should have prevented, in any case, the introduction of any other date into any short title which might have been conferred upon it.

40, Chancery Lane, September 21st, 1896.

A. D. TYSSEN.

P.S.—On further looking into the Short Titles Act, 1896, I believe it will be found that an error, being an underdate of one year, is made in the Short Titles of all the Acts of the reign of George II. In particular, the Act reforming the calendar, the passing of which in the year 1751 is notorious, is called the Calendar (New Style) Act, 1750.

A. D. T.

CASES OF THE WEEK.

Before the Vacation Judge.

LESLIE & CO. (LIM.) v. TUCKER—16th and 17th September.

LIBEL—INJUNCTION—JURISDICTION—JUSTIFICATION—CONFLICT OF EVIDENCE—DUTY OF COURT.

This was a motion upon behalf of the plaintiffs, who are known as Messrs. Leslie & Co. (Limited) and also by the name of Messrs. Aldin, Brothers, & Davies, that the defendants, William Tucker, Peter McCulloch, James Waller, Richard Musgrave, & Longman might be restrained from publishing or issuing, or causing to be issued, published, or displayed, a poster or placard stating or implying that the plaintiffs or one of them have employed or are employing labourers at labourers' wages for doing the work of painters and requesting painters not to apply to the plaintiffs for work. In support of the motion it was said that all the defendants except Longman were painters lately in the employment of the plaintiffs, who were a firm of painters and decorators in a large way of business. Longman posted the placard complained of, which was as follows:—"Aldin, Brothers, & Davies. Leslie & Co. Strike of Painters. In consequence of the employment by this firm of labourers at labourers' wages for doing the work of painters, and after due notice to remedy the same without effect, the Painters' Union, together with the non-union painters employed by this firm, resolved to strike the shop. Painters are respectfully requested not to apply for work at the above firm until after the settlement of this dispute. Royal Pair, Gloucester-grove, West Gloucester-road"; that the statements contained in the placard were untrue. It was not true that the plaintiffs employed labourers at labourers' wages to do the work of painters. As a matter of fact, at the present time, out of 142 men engaged in the painting and decorative branch of the business, three men were paid over 9d. an hour, 107 were employed at the highest rate of 9d. an hour, one was employed at 8d., two at 7½d., two at 7d., and twenty-four handy men at 6½d. were engaged in floor cleaning, lime whitening, scaffolding, cleaning up houses, washing off ceilings, and assisting in the shop and suchlike employment. In addition to these there were three boys employed in a similar way at a less rate of wages, making a total number of hands in this department of 142, of whom 110 were full-priced men. On the 15th of August some trade union men gave notice, and left the plaintiffs' employment. Their places were filled up, and it was not until the 9th of September that the placard complained of was issued. The defendants accused the plaintiffs of having employed handy men to do painters' work at 6½d. an hour. The plaintiffs had made no alteration with regard to their employes for a number of years. Instigated by a trade union some men left the plaintiffs' employment. Their places were filled up, and afterwards the placard was used. The statements in the placard were absolutely false, and the defendants knew it. The sting of the libel was that the plaintiffs employed labourers at labourers' wages to do painters' work. The men said that handy men ought to do nothing at all in the way of washing down as a preparation for painting. The defendant Tucker had been employed many years by the plaintiffs, and three men had also been employed for some years who had done precisely the same class of work without any complaint. This was one of the strongest cases of damage to the plaintiffs. No damage could possibly result to the defendants from an injunction. [CHITTY, J.—There seems to be a conflict of evidence as to the truth of the placard. Some of these trade unions (I do not say anything about this one) are very tyrannical indeed. If I were satisfied that the libel is untrue I should grant the injunction. But if the case is not so clear that the verdict of a jury would be set aside as unreasonable if they did not find it was a libel, the court cannot grant an injunction. The effect of the defendants' evidence is that the placard is true, that they have not issued it maliciously, but that they have done it to protect their own trade interests. The men say that the preparation is painters' work; the plaintiffs say that it is handy men's work. This is a trade dispute with an alleged libel. The defendants say that the libel is true: *Bonnard v. Perryman* (39 W. R. 435; 1891, 2 Ch. 269) is an authority showing what the duty of the judge is upon an application for an interlocutory injunction to restrain a libel.

There is the great principle of freedom of speech. I must say that the decision of the Court of Appeal in *Bonnard v. Perryman* is sometimes abused. The effect of *Bonnard v. Perryman* may be that a man may go on and half ruin another, and yet the court ought not to grant an interlocutory injunction although the plaintiff may ultimately recover \$5,000 damages. Could not the defendants agree to stop these placards? Upon behalf of the defendants it was said that no undertaking could be given. Owing to the decision in *Lyons v. Wilkins* (40 S. J. 372; 1896, 1 Ch. 811) the defendants were prevented from picketing, and the only way they could protect their interests was by placarding. There was, it was said, no allegation upon behalf of the plaintiffs that the preparation for the work had been done by labourers in the past.

CHITTY, J.—This is an application for an injunction to restrain a libel or an alleged libel. It arises out of a controversy in the trade between the masters and painters, and the painters claim that certain work or preparation for painting is painters' work. It is said, on the part of the plaintiffs, that this work of preparation is work which may legitimately and, according to the custom of the trade, has been committed to persons whom they call handy men. The defendants say that handy men, whose wages, I think, are 6½d. per hour, are merely labourers, and that they are doing work which falls within the province of the painters. The nature of the work in relation to which the dispute has arisen is the washing off of old distemper, cleaning paint, rubbing down paint work, and stripping off the paint work, stripping paper, repairing walls, and so forth. I need scarcely say there is no law on this subject, and a painter may paint if he likes where the work has been prepared for painting by men who are not known in the trade as painters, but who may be handy men or who may be labourers. That is a trade dispute in respect to which the court would not interfere, and about which the court has no opinion whatever. Now the libel or alleged libel is published by means of this placard, which is carried about the streets, and it mentions the name of the plaintiffs' firm and the strike of painters in a conspicuous title. The placard goes on to state: "In consequence of the employment by this firm of labourers at labourers' wages for doing the work of painters, and after due notice to remedy the same without effect, the Painters' Union, together with the non-union painters employed by this firm, resolved to strike." Then, in enlarged type: "Painters are respectfully requested not to apply for work at the above firm until after the settlement of the dispute." Now the gist of the dispute is the employment by the plaintiffs of labourers at labourers' wages for doing the work of painters; and the short statement which I have already made explains the gist of that statement. The plaintiffs say that, notwithstanding the evidence, they are not employing labourers at labourers' wages to do painters' work; but the defendants have filed a body of evidence for the purpose of shewing that, from their point of view of what is painters' work, the men called handy men, or, in other words, labourers, are doing their work, and they say that the statement which is contained in this placard with regard to labourers at labourers' wages doing painters' work is in substance and in fact true. I am now dealing with a case on motion, and I must follow the law laid down by the Court of Appeal in the case of *Bonnard v. Perryman*. There is jurisdiction to restrain a libel, but the injunction ought not to be granted except in the clearest cases, which are defined to be those in which, if a jury do not find the matter complained of to be libellous, the court will set aside the verdict as unreasonable. I apply that test to this case, with the result that I find it does not come within the range of that proposition. It is an offensive mode of libelling a man to placard him—that is to say, to have his name printed in large letters on a placard and to employ a man to carry about that placard in the public streets. I say that is an offensive mode of doing it; and I should have been well satisfied if the defendants had considered that what they had done was sufficient for the purpose, and that they would refrain from using this placard in the future. But they say they are within their right, and they will not give any undertaking to discontinue the issue of the placard. I need scarcely state that because the defendants refuse to give an undertaking that refusal will form no ground for granting an injunction. Any proposition to the contrary would be absurd. The defendants, of course, if they continue this, will be running the risk of a jury finding—if the case should go to a jury, as I anticipate it will and must, if the defendants desire it—more strongly against them in the way of damages, or otherwise, by reason of their continuing to publish that which, in the result, may be found to be a libel. It is unquestionably calculated to bring the plaintiffs into odium, and *prima facie* it is a libel, but as they say it is true in substance and in fact and they are prepared to justify, and as they have given evidence, which it is not my function now to discuss at length, to support their intended defence, I think I have no alternative except to say that I can make no order. The costs I shall make costs in the action.

Upon behalf of the defendants his lordship was asked whether he would reserve the costs.

CHITTY, J.—No; I make them costs in the action. That is plainly within my jurisdiction and that is the way I exercise my discretion in this matter. No order. Cost of motion costs in action.—COUNSEL, *Eustace Smith, Le Riche, and Cosens-Hardy, jun.* SOLICITORS, *Macrell, Maton, Godlee, & Quincy; Shann, Roscoe, Massey, & Co.; Spencer, Gibson, & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

LE CHAMPION v. LE CHAMPION—23rd September.

DIVORCE—CUSTODY OF CHILD—CHILD OUT OF JURISDICTION OF COURT—ORDER FOR PRODUCTION OF CHILD.

This was a motion for an order that Loftus de Launay Mollereux Le Champion, the respondent, might be ordered to have the custody of Loftus Claude Le Champion, the child of the marriage of the petitioner

and respondent, and that Caroline Muriel Valencia Mollerna Le Champion, the petitioner, might be ordered to forthwith deliver the said child to the respondent. In support of the motion, it was said that the child was born in October, 1895. The mother did not nurse it, and it was brought up by hand. The child was attached to its father. It was believed that the child was out of the jurisdiction of the court. Upon behalf of the petitioner, an adjournment of the motion was applied for, upon the ground that no affidavits had been filed by the wife in opposition to those filed by the husband. The explanation was that the solicitor acting for the wife had only within the last few days obtained a clue as to where she was. He now hoped that she would be found and that affidavits upon her behalf might be filed by Wednesday next.

CAVE, J., said that there would be an order that the child be produced on Wednesday next, and the motion would be adjourned till then.—COUNSELL, *Crump, Q.C.*, and *Pritchard*; *Guy Stephenson*. SOLICITORS, *Lewis & Lewis*; *Troutbeck & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

RALEIGH PRINTING AND PUBLISHING CO. v. ARTHUR—23rd September.

COMPANY—VOLUNTARY WINDING UP—APPOINTMENT OF LIQUIDATOR—CONFIRMATORY MEETING—CONFLICT OF EVIDENCE—HOLDING OUT AS LIQUIDATOR—INJUNCTION.

This was a motion, on behalf of the plaintiff company, that the defendant, Fitzgerald Arthur, and his agent might be restrained from describing or holding out the defendant as the liquidator of the plaintiff company, and from applying to the debtors of the plaintiff company, or any of them, for payment of the amounts due from them, or any of them, to the plaintiff company, or from receiving or collecting the same or any part thereof. In support of the motion it was stated that in the early part of the present year it was thought that the company should have articles of association other than table A, and on the 23rd of April a meeting of shareholders was held, at which a resolution was passed that the company should be wound up voluntarily, and that the defendant Arthur should be appointed liquidator. The company was the owner of the *Admiralty and Horse Guards Gazette*. No subsequent meeting had been held to confirm the resolution, and therefore the resolution was of no validity. The business was carried on, and the defendant, who was manager in the advertising department, continued to act as such until June, 1896, when he was discharged. The defendant was also a director, and a good deal of friction existed between him and the other directors. After his discharge in June the defendant put himself forward as the liquidator, and sent out circulars saying that all moneys should be paid to him. The question, therefore, was whether the defendant was validly appointed the liquidator of the company. The affidavits showed that no meeting had ever been held to confirm the informal resolution of April. The defendant said he had been present at a confirmatory meeting duly convened, but it was absolutely denied by other directors that any such meeting was held. It was also stated on behalf of the plaintiff company that during the three months which intervened between the passing of the resolution and the dismissal of the defendant he had never acted as liquidator, and the business of the company had been carried on as before. The company was perfectly solvent, and for any person to hold himself out as liquidator of the company must have a serious effect upon it. No persons would advertise in the *Admiralty and Horse Guards Gazette* if they thought it might cease to exist at any time. It was submitted that the defendant was not liquidator, and ought to be restrained. On behalf of the defendant it was said that it was undisputed that on the 23rd of April a valid resolution was passed by the company for winding up and for the appointment of the defendant as liquidator. The only question was whether that resolution was confirmed. It was agreed that after the resolution was passed a subsequent meeting was convened. The point in dispute was as to whether that meeting was held. The defendant swore positively that the original resolution was confirmed. [The directors' minute-book, which was said to be the only minute-book of the company, was produced, and there was no minute of either resolution.] As there was a conflict as to what was done, the proper course would be to put the defendant under terms to pay in any money he collected into some bank. The defendant would, without prejudice, undertake for fourteen days not to represent himself as liquidator or to collect moneys.

CAVE, J.—I must leave the company to decide this. Seven days' notice of a meeting can be given. I think an undertaking should be given by the defendant not to act as liquidator, and the motion will be adjourned for a fortnight.—COUNSELL, *J. D. Crawford*; *Macaskie*. SOLICITORS, *J. C. Wheeler*; *Bennett & Leaver*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

WYATT v. PHIPPS—23rd September.

CONTRACT—MEANING OF "TOUR"—CUSTOM OF PROFESSION—AMBIGUITY—INJUNCTION.

This was a motion on behalf of the plaintiff, Mrs. Wyatt, an actress professionally known as Violet Melnotte, for an injunction against the defendant, Mr. John Phipps, an actor, to restrain him until the trial of the action or further order from acting or performing at the Parkhurst Theatre, Holloway, London, or at the Winter Gardens, Blackpool, Lancaster, or elsewhere except as a member of or in connection with the theatrical company managed by the plaintiff during the tour referred to in an agreement dated the 25th of July, 1896, or from otherwise committing a breach of such agreement. In support of the motion it was said that by the agreement the defendant agreed to perform in *The Co-respondent* during the tour of the same in the country. At Northampton

he gave a week's notice that he did not intend to perform any longer for the plaintiff, as he had a better engagement in London; and at the end of the week he left the plaintiff without any further notice, and he had since performed at the Parkhurst Theatre, and was at present performing at Blackpool at the Winter Gardens. The defendant, in person, said that he had performed the contract after he had acted for three weeks. The contract did not specify "the whole tour," and in the profession a tour meant three weeks. It was admitted that the tour had not come to an end.

CAVE, J.—The contract must be performed. It says that the defendant is to act for the tour, and if he wanted any different construction put upon it he should have taken care that it was less ambiguous. There must be an injunction in terms of the notice of motion.—COUNSELL, *S. Ford*. SOLICITORS, *Reyfus & Reyfus*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

LAW SOCIETIES.

MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual general meeting of the members of this Association was held on Wednesday, 29th July, 1896, at their rooms, Kennedy-street, when an account of the receipts and disbursements for the year ending December, 1895 (previously audited by two of the members), was submitted and passed, and the officers and committee were elected for the ensuing year. Mr. G. W. Fox was elected President, and Messrs. R. W. Williamson and J. J. Lambert, Vice-presidents.

The report of the Committee as to the proceedings of the Association for the last year was read by the honorary secretary, and unanimously adopted.

The following are extracts from the report:—

Members.—The Association now consists of 259 members. During the year eight new members were elected. During the same period five members have resigned.

Vice-Chancellor of the Palatine Chancery Court.—Mr. Samuel Hall, Q.C., has been appointed Vice-Chancellor of the County Palatine in the place of the late Mr. W. F. Robinson, Q.C. Vice-Chancellor Hall has taken up his residence in Broughton Park, Manchester. The Palatine Chancery Court does not now adjourn on the days when Palatine appeals are heard in London, and other arrangements have been made by which much valuable time will be saved to the court. The Vice-Chancellor has kindly consented to continue to the law students the prizes established by Sir Henry Fox Bristowe, and by his desire they are now given in the form of books impressed with the arms of The Owens College.

Associated Provincial Law Societies.—The annual meeting of the societies was held in London on the 9th of April last, and the Association was represented by Mr. J. T. Doyle (Vice-president). The accounts were passed and the subscription was fixed at the same rate as last year. Resolutions were passed, first, that the present mode of election and election of candidates for the Council of the Incorporated Law Society of the United Kingdom is unsatisfactory, and that it is desirable to amend the same; and, secondly, that the desired amendment could best be effected by dividing the country into districts and by allocating a certain number of seats to each, the districts being arranged with due regard to geographical position and to the number and influence of the law societies therein. A committee has been appointed, which includes Mr. Doyle as representing this association, and the result of their deliberations will form the subject of a subsequent report.

Continuous Sittings for Lancashire.—In November last, a Bill on this subject, prepared by Mr. District Registrar Lowndes, of Liverpool, was considered along with the Bill on the same subject introduced into the last Parliament by Mr. W. H. Holland, M.P. An interview with Lord James of Hereford was obtained, with the object of inducing the Government to introduce into Parliament a measure to provide for the better administration of justice in Lancashire. The Committee considered that the most satisfactory remedy for the acknowledged deficiencies in the present arrangements would be effected by an Act of Parliament establishing a branch of the High Court in Lancashire, having continuous sittings with a judge to dispose of common law, admiralty, and divorce actions. It was felt that if by this means full provision was made for continuous sittings in Lancashire in these divisions, the Palatine Court might well be absorbed in the High Court, and the Vice-Chancellor made a High Court judge, and that he, with the other judge, might form a divisional court, and that the Palatine Suitors' Fee Fund, by consent of the Duchy, might also be made available for paying the extra expenses entailed by the establishment of such local branch of the High Court which would make the scheme more acceptable to Government. The Committee think it right to state that the suggestion for interfering with or abolishing the Palatine Chancery Court was only entertained by them in the event of a local branch of the High Court being established in its place, which they believed would increase the privileges and powers now existing in Lancashire, and tend to increase business. The President, Mr. Cooper, and Mr. Milne, along with the President and Vice-president of the Liverpool Law Society, waited upon Lord James of Hereford, and, after explaining the matter, asked if he would use his influence to get such a measure introduced into Parliament by the Government. His lordship stated that the objects in view could only be dealt with by the Lord Chancellor, and suggested that he should be communicated with on the subject, but did not say much to encourage the movement. Before the deputation withdrew Lord James

explained that, as Chancellor of the Duchy, he intended to promote the efficiency of the Palatine Court in every way, and he asked for information as to the court fees and scale of costs, which has been supplied by the President. The Liverpool Law Society, after the interview, desired to abandon the larger scheme for the establishment of a branch of the High Court and to confine their efforts to re-introducing into Parliament Mr. Holland's Bill, with some modification to prevent the administrative part of the Chancery work from interfering with the Palatine Court, and this course was eventually adopted, and the amended Bill was introduced into Parliament accordingly. On the 26th of February last a deputation from the Chambers of Commerce of Liverpool and Manchester, and the corporations of those cities and of several other towns in the district, waited on the Lord Chancellor, to press on him their views on the subject of continuous sittings. At their request the law societies of Liverpool and Manchester attended, and the President, Mr. Allen, and Mr. Milne, represented this Association. The deputation was introduced by Sir James Fergusson, M.P. After the increasing requirements of this populous county had been fully and ably stated by Mr. MacArthur (President of the Liverpool Chamber of Commerce), Mr. Holland (President of the Manchester Chamber of Commerce), and others, the Lord Chancellor pointed out various objections to the proposals of the deputation and asked for particulars and statistics regarding the cases entered for the local assizes. These particulars have been supplied, and are now under the consideration of the Council of Judges; their decision has not yet been made public, but a member of the Government lately stated in reply to a question in the House of Commons that he understood arrangements were in contemplation which he hoped would go far to meet the requirements of Lancashire.

Land Transfer.—The Incorporated Law Society have had a Bill drafted by Mr. Wolstenholme to carry out suggestions for simplifying the transfer of real property, without the establishment of a register, which were made in the course of evidence given on this subject before the Committee of the House of Commons appointed by the late Government, and such Bill has been sent to the Lord Chancellor for consideration. No Bill on the subject has been introduced by the Government in the present session, and so no active steps have been the Association in the matter. Mr. Wolstenholme's Bill was very carefully considered by your Committee, and their report is as follows:—

Your Committee have considered the Bill, prepared at the instance of the Incorporated Law Society of the United Kingdom, by Mr. Wolstenholme, with the object of simplifying the title to and the transfer of land, and they have considered the alternative Bill, drawn up by Mr. Budd, and the draft reports of Mr. Hunter, Mr. Lake, and Mr. Budd upon the two Bills, and they beg to report as follows:—In the opinion of the Committee it is not possible materially to facilitate or lessen the cost of the transfer of land without adopting the principle that some person or persons should always be able to transfer the whole ownership without enquiring into and notwithstanding notice of equities. The Committee are also of opinion that legislation on the lines Mr. Wolstenholme's Bill, other than the parts relating to settlements and cautions and inhibitions, would be well calculated to carry out the principle affirmed by the preceding paragraph. Your Committee venture to express the opinion that the clause enlarging the estate of the tenant for life under an existing settlement into a fee is unnecessary, as the power of granting the fee which the tenant for life now has under the Settled Land Act would remain as at present. Though the Committee are not prepared to recommend the introduction of further contentious subjects into the Bill, they regret that it has been found desirable to exclude lands of copyhold and customary tenures from the operation of the Bill, and they take the opportunity of recording their opinion that it is desirable to simplify conveyancing by the abolition of all copyhold and customary tenures.

County Courts, Service of Summonses.—A communication was received from his honour Judge Parry with reference to a complaint which had been made to him by a firm of solicitors charging the process servers in both the Manchester and Salford courts with gross laxity in the performance of their duties. His honour desired to ascertain how far this complaint was endorsed by the profession at large. A letter was written to his honour in reply, thanking him for bringing the matter before the Association, and assuring him that there was no general complaint regarding the manner in which the county court officials performed their work, the individual experiences of the members of the Committee being that those duties were discharged in a satisfactory manner.

Point of Practice.—A question submitted to the Committee as to whether the purchaser is entitled to have the title-deeds handed over to him on completion of a sale of land on chief rent where the vendor retains no portion of the land. The resolution of your Committee was that in their opinion the vendor was entitled to retain the deeds referred to in the question.

Conditions of Sale.—Your Committee have had under consideration the advisability of adding to the general form of conditions issued by the Association a clause giving the purchaser the benefit of any existing fire insurance in the event of a fire between the sale and completion, and a form of such condition, settled by counsel (Mr. Hull), will be found in the appendix, together with the report of your committee giving the reasons against adding the same to the general conditions.

[The following is the condition settled by Mr. Hull:—

Any insurance against fire subsisting on the property shall from the date of the sale, if the purchase be completed, be for the benefit of the purchaser subject to the consent of the office to be obtained by the purchaser at his own expense, the purchaser on the completion paying to the vendor a proportionate part of the premium for the unexpired term of the insurance but the vendor shall not be bound to keep up or renew the insurance nor shall he in any way be liable beyond the amount recovered

thereon. * [In the event of the occurrence of a fire before the completion of the purchase the insurance money shall, subject to such consent as aforesaid, be applied in reinstating the property, or shall at the option of the purchaser be paid to him on completion.] In no event shall the payment of the purchase money be delayed by reason of a fire taking place after the date of the sale.

The following is the report of the Committee:—

The Committee having ascertained from counsel (Mr. Hull) that no satisfactory condition transferring the interest on pending fire policies from vendor to purchaser can be formulated without the consent of the insurance companies, and feeling that considerable difficulty might arise in having a temporary arrangement with the companies, the committee are of opinion that no clause to that effect should be added to the conditions of the Association.]

Legacy Duties and Solicitor Trustee's Power to Charge under Wills.—It will be remembered that in a recent case a question arose as to whether a solicitor who was a witness to a will, and also a trustee thereunder, was disqualified by being such a witness from availing himself of the power to charge given to him as a trustee under the will. In that case counsel pointed out that, if the power were dealt with in this way, it would practically turn the benefit derived by the solicitor under the power into a legacy, and the judge said he was not prepared to dissent from that view. As an illustration of an attempt to carry these views into practice a memorandum is set out in the appendix, showing how a claim for legacy duty was actually made upon a member of the Association, and although the claim was withdrawn on being opposed, the circumstance is worth noting, as no opportunity should be lost of resisting any such attempt as the one made to charge legacy duty on a professional man's earnings.

[The following is the memorandum above referred to:—

The late A. B. by her will appointed C. D., a solicitor of the city of Manchester, one of the executors thereof, and left a pecuniary legacy of £ to the said C. D. if he should prove the will. The will also contained the following clause:—"I further declare that the said C. D. may either himself or by his firm transact the business of, and connected with the executorship of my will, and shall be entitled to charge against my estate, and shall be paid thereout all usual and proper professional charges for business so transacted." The will was proved by the executors and C. D. in 1895, he and his partner acting as solicitors for the executors in this and subsequent business connected with the estate. Legacy duty was paid on C. D.'s pecuniary legacy before mentioned. C. D. and his partner wrote in the name of their firm to the Controller Legacy and Succession Duty Office, Somerset House, asking what claims there were for duties in respect of the estate beyond the legacy duties which had already been paid, and the duty still payable upon the residuary estate. The Controller replied to his letter, and amongst the claims made was the following one:—"The duty upon the gift to C. D. of professional expenses in connection with the executorship should be paid from time to time on form No. 1." In the reply of C. D. and his partner to the above letter, they said:—"It is not clear what the gift to C. D. of professional expenses in connection with the executorship means; does it mean that any out of pocket expenses incurred by C. D. as executor and repaid him out of the estate have to be accounted for?" In answer to this the Controller wrote on the 16th March, 1896:—"It is not proposed to adhere to the claim for legacy duty in respect of the professional charges which C. D. has power to make under the terms of the will, and that part of the official letter which relates to the claim may now be considered as withdrawn."]

Assimilation and Extension of Trustees' Investment Powers.—A memorial has been sealed by the Association, and has been sent up to the Lord Chancellor, as it is understood that his lordship has in contemplation some alteration in the scope of trustees' investments.

NEW ORDERS, &c.

CLERKSHIPS IN THE LEGACY DUTY OFFICE.

The Civil Service Commissioners hereby give notice, that the following Regulations have been approved by the Lords Commissioners of Her Majesty's Treasury, viz.:—

SPECIAL REGULATIONS (Supplementary to the General Regulations issued 8th April, 1872, and amended by subsequent notices in the *London Gazette*) respecting an Open Competitive Examination for not fewer than twelve Clerkships of the First Division in the Legacy Duty Office of the Inland Revenue Department, viz.:—Nine Clerkships in the Legacy Duty Office, London, and three Clerkships in the Office in Dublin.

N.B.—These Regulations are liable to alterations for future Examinations.

1. The limits of age for this situation are 21 and 27, and Candidates must be of the prescribed age on the first day of the Examination.
2. No Candidate will be eligible who has not, before the date of the Competition—

- (a.) Passed the Final Examination of the Incorporated Law Society of the United Kingdom, or
- (b.) Passed the Final Examination of the Incorporated Law Society of Ireland,

* Where the building is bound to be reinstated this part (to [] should be omitted, e.g., either under covenant or by reason of being subject to 14 Geo. 3, c. 78, s. 85, or any kindred Act.

and no Candidate who has passed or qualified as above will be eligible if he cannot produce a certificate from the Solicitors under whom he served his articles or apprenticeship to the effect that in the course of his service he has been actually employed in conveyancing and Chancery business.

Every Candidate who has passed the Examination under head (a.) or (b.) must have served for five years as articulated clerk, or apprentice in Ireland, to a Solicitor in actual practice, or for four years if he has proved his title to be admitted as a Solicitor after being articulated or apprenticed for four years, or for three years if he is a graduate of a University in Great Britain or Ireland.

Evidence on these points must be sent in at such times and in such manner as the Civil Service Commissioners may appoint.

3. The Examination will be in the following subjects:—

Obligatory Subjects.

1. Handwriting and Orthography.
2. Arithmetic (including Vulgar and Decimal Fractions).
3. English Composition.
4. Law of Real and Personal Property, including Conveyancing (the Examination to be in the English Law on these subjects).

Optional Subjects.

5. History of England, and of the Constitution.
6. Any two of the following languages: Latin, French, German.
4. Application for permission to attend the Examination must be made at such time, and in such manner, as the Commissioners may appoint.
5. A fee of £2 will be required from every Candidate attending the Examination.

The Civil Service Commissioners further give notice that an Open Competitive Examination will be held under the foregoing Regulations in London and Dublin, commencing on the 10th November, 1896.

No person will be admitted to Examination from whom the Secretary of the Civil Service Commission has not received, on or before the 23rd October, an application, in the candidate's own handwriting, on a prescribed form, which may be obtained from the Secretary at once.

LEGAL NEWS.

OBITUARY.

MR. T. W. MARTYN, solicitor, of the firm of Rundle & Martyn, of Devonport, died suddenly on Wednesday evening, at the early age of 30 years. He had been ill only a few days from peritonitis, but no serious consequences were anticipated. He was in large practice at Devonport, and was unanimously elected mayor of the borough in November last. In legal circles, says the *Western Morning News*, Mr. Martyn was regarded, and justly regarded, with feelings not only of esteem, but of affection. In addition to being an advocate of conspicuous ability, and one whose voice was listened to with marked attention by the judicial benches before whom he was called upon to plead, he was looked upon as a thoroughly sound lawyer. His name was connected with many of the *causes célèbres* of the West of England. Last year Mr. Martyn defended Captain Stokes, of the King's Royal Lancaster Regiment, before court-martial at Devonport, and obtained the acquittal of his client. The cases before the civil courts in which Mr. Martyn was engaged are legion, and with the licensing benches of the Three Towns his addresses carried great weight. During the past municipal year Mr. Martyn's position as chief magistrate of the borough precluded him from practising before the Devonport bench, but he continued to appear before his Honour Judge Edge at the county courts of Plymouth and Stonehouse. Mr. Martyn was regarded as possessing all the attributes of a successful lawyer, and his well-measured and oftentimes brilliant addresses to the courts before which he appeared in a professional capacity, induced his many admirers in the legal profession to predict for him an exceptionally brilliant future as an advocate. Mr. Martyn's manner was ever suave and courteous to a degree, and in police-court work his *savoir faire* never deserted him. He served his articles with Messrs. Peter & Sons, of Launceston, and subsequently spent a year in the office of Messrs. Gregory, Rowcliffe, & Co. After passing his final examination, and being admitted, he came to Devonport in January, 1887, and entered immediately into partnership with Mr. G. H. E. Rundle, under the style of Rundle & Martyn.

The *Standard* of Thursday announces the death, on Wednesday, of Mr. W. T. SHAW, solicitor, of Derby. Mr. Shaw, who was admitted in 1843, was chairman of the Derby School Board for twenty years. He was a leading member of the Wesleyan body, and was greatly respected.

The death is announced of Mr. ISAAC OLIVER JONES, of Liverpool, solicitor, in his eighty-fourth year. Mr. Jones, who was the head of the firm of Oliver Jones, Billson, & Co., was admitted in 1834.

GENERAL.

Lord Russell of Killowen is stated to be paying a visit to President Cleveland at Gray Gables.

Mr. Dundas Gardiner writes to the *Times*, pointing out that thirteen Lord Chancellors have been the keepers of the conscience of the Queen during her reign—namely, Lord Cottenham, Lord Lyndhurst, Lord St. Leonards, Lord Cranworth, Lord Chelmsford, Lord Truro, Lord Camp-

bell, Lord Westbury, Lord Cairns, Lord Hatherley, Lord Selborne, Lord Herschell, and Lord Halsbury.

The *American Law Review* announces the death of Mr. Austin Abbott, a prolific legal author. In connection with his brother he prepared Abbott's New York Digest; and this was followed by Abbott's Forms, Abbott's Federal Practice, Abbott's Practice Reports, Abbott's Practice Reports (New Series), Abbott's New Cases, Abbott's Trial Evidence, Abbott's Trial Brief, and numerous other works which one could not trust his memory to mention without consulting a catalogue. In 1889, the University of New York conferred upon him the degree of LL.D. In 1891 he was made the Dean of the Law School of that University, with the Chair of Pleading, Equity, and Evidence.

A West of England paper remarks on the fact that the offices of sexton and parish clerk are often practically hereditary. There recently died a man who, for fifty years, was sexton of Littleham. He succeeded his father, who had been sexton for forty-two years. The son of the deceased has also acted for his father for the last eight years, so that during the last century the duties of sexton in this parish have been discharged by three generations of the same family. The office of parish clerk at Littleham has been held by the family of Blackmore for 165 years.

A writer in the *Globe* says of the Master of the Rolls: "He is the 'Grand Old Man' of the bench, and is as keen in the pursuit of his duties as when the ermine was fresh upon his shoulders. Twenty-eight years has he occupied a seat on the bench, and thirteen years has he been entitled to retire on a pension. It is rumoured at the close of every term that the courts will know him no more, but regularly on the opening day of the following sittings his bronzed countenance sheds its wholesome light on the Court of Appeal, and the manner in which he pierces a fallacy or brushes aside a technicality removes all suggestion of his retirement. A rumour as to his resignation went the round of the Inns with exceptional persistency two years ago; the effective answer of the Master of the Rolls was to reappear in court with a new wig."

Bodmin is up in arms against the proposal to abolish the assize for the trial of civil causes in Cornwall. At the last meeting of the Town Council a memorial to the Lord Chancellor was adopted, in which the Council point out that "such an alteration as that contemplated would deprive her Majesty's Cornish subjects of the privilege of local trial for local causes, enjoyed by them from time immemorial; would entail manifest hardship and inconvenience, and considerable additional expense to suitors, witnesses, and others having to attend elsewhere than within the county for the purposes of the trial of such causes, and furthermore, that any such change is not calculated to facilitate the disposal of litigation of a purely local nature, and such as frequently requires special local knowledge on the part of witnesses and jurymen to deal with satisfactorily."

The *Times* says that a report to the Governor-General of Canada by Sir Oliver Mowat, Minister of Justice, on the appointment of Queen's counsel has just been made public. It appears that before the resignation of Sir Charles Tupper's Ministry an Order in Council was passed appointing no fewer than 173 barristers to be Queen's counsel. In advising that this Order be rescinded—advice accepted by the Governor-General—Sir Oliver pointed out that 481 Queen's counsel had been appointed between Confederation (1867) and 1896, though no appointments had been made by the Mackenzie Administration (1873-78), and that in eighteen years the number appointed had been 397. In England, where the number of barristers was several times greater than in Canada, only 254 had been appointed Queen's counsel in twenty-two years.

A correspondent of the *Times* says that "When the tithe apportionments were made in pursuance of the 1836 Act in the several parishes of England and Wales where tithes were levied, the agreements, valuations, and other papers in connection with such apportionments were deposited with the Tithe Commissioners (now the Board of Agriculture) at their offices in London for safe keeping. Hitherto, though the parishes had paid for the preparation of these papers, access to them was not permitted, except in very special cases, or under order of a court of law. As the result of questions put in the House of Commons on the subject last Session, and of the speech of Mr. Herbert Lewis, M.P., on the report stage of the Appropriation Bill, the president of the Board of Agriculture has promised to give in future every facility in his power to those who desire to consult such papers." The correspondent adds that he has "recently obtained that permission, though it had been previously refused. The fee charged for the inspection will be 1s."

The following notification as to the stamping of transfers has been forwarded by the Inland Revenue Department to the Share and Loan Department of the Stock Exchange:—"It appears that some misapprehension exists as to the law and regulations under which transfers received in this country from abroad may be stamped. Such instruments may be classed under two heads: 1. Those which have been first executed in the United Kingdom, then sent abroad for completion, and subsequently returning here; 2. Those which have been first executed abroad, and then sent to this country for the first time. The provisions of the law with respect to the time in which these two classes of instruments may be stamped without penalty are very different. Instruments first executed in the United Kingdom must be stamped within thirty days of the date of first execution, and this requirement is not affected by the fact that it may be necessary to send them out of the United Kingdom for completion. Instruments first executed out of the United Kingdom are allowed to be stamped within thirty days of the date of receipt in this country. The

Board of Inland Revenue have, however, considered in view of the risk of the loss in transit of the stamped document, whether they can relax the regulations at present in force as regards transfers first executed here and then sent to the colonies or abroad for completion and return, and they have now decided to allow the stamping of such instruments on due proof to the satisfaction of the Board's officer that they are presented for stamping within thirty days of their return to the United Kingdom."

The well-known rule of the ancient English law was, says the *American Law Review*, that a jury should have neither meat nor drink, fire nor candle, until they had returned a verdict. In the recent case of *State Bank v. Kelly*, decided in the Supreme Court of South Carolina, it seems that this was attempted. The trial judge in his official statement of the case thus describes what he did: "I put them in charge of some constables the first night, and gave them an envelope with the usual instructions about bringing in a sealed verdict, and these instructions were not changed. Supper was furnished the first night, and breakfast next morning; and I then told the Deputy Sheriff, Mr. R. J. Scarborough, to give them nothing more to eat, that they would never agree if we kept on giving them sumptuous meals every mealtime. I did not intend that they should suffer for food or anything reasonable or proper for them to have, nor do I believe that they did suffer for one moment. I was informed afterwards that there was only one who stood out, and that the other eleven were delighted when the rations were stopped. I heard nothing more from the jury, either directly or indirectly, till 4 o'clock p.m. of the second day, as above stated, and nothing at any time about their being hungry." The Supreme Court of South Carolina very properly held that a verdict to which a single juror had yielded his assent under duress of hunger ought not to be permitted to stand.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Oct. 1.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2—**REVERSIONS:**

To Life Interest in one-third of residuary estate, valued at £6,475; life, gentleman, 32. To £3,718 India 3½ Stock, valued at £4,400; life, lady, 47. Solicitors, Howard & Atherton, London.

To one-fifth of a Trust Fund of £1,800 in Gas Stocks and on Mortgage; life, lady, 52. Solicitor, H. Stanley-Jones, Esq., London.

POLICIES:

For £2,000 endowment, with profits, in Scottish Life Office, maturing June 1, 1902, or death, bonuses £450; life, gentleman, 28. Solicitors, Messrs. Flower, Nussey, & Fellows, London.

For £500, with profits, in Scottish Life Office; life, gentleman, 64; bonus addition £80, premium £37 12s. 6d.

For £500, with profits, in Liverpool and London and Globe Insurance Company; life, gentleman, 54; premium £11 6s. 8d. Solicitors, Messrs. Hooper & Wollen, Torquay.

For £400, in Liverpool and London and Globe Insurance Co.; life, gentleman, 60; premium £6 7s. 8d. Solicitors, Hooper & Wollen, Torquay.

SHARES:

In Vornberger, Hirsch, & Co. (Limited), Sausage Skin Makers, &c.; Brin's Oxygen Co. (Limited); Sohams and District Gas Co. (Limited). Solicitors, Messrs. Hays, Schmettan, & Ancrum, London.

FURNITURE AND EFFECTS:

Oct. 2.—At Taylor's Auction Rooms, 21, Sloane-street, Piccadilly, at 1.

WINDING UP NOTICES.

London Gazette—FRIDAY, Sept. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED SHAW & Co., LIMITED—Petr for winding up, presented Sept 7, directed to be heard on Oct 26. Flegg & Son, 3, Laurence Pountney-hill, solers for company. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 27.

EPSON RACING STABLES, LIMITED—Petr for winding up, presented Sept 11, directed to be heard on Oct 28. Sutton & Co, 3 and 4, St Winchester st, solers for petrers. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 27.

"GREYSTOKE CASTLE" SHIP CO., LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to W. J. Chambers, 5, King st, Liverpool.

LINDSAY'S EXTENDED (EAST) GOLD MINE, LIMITED—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to Frederic Offer, 110, Cannon st.

LINDSAY'S GOLD MINES, LIMITED—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to Frederic Offer, 110, Cannon st.

NEW GORDON DIAMOND CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 18, to send their names and addresses, and the particulars of their debts or claims, to Nathan Claydon and Joseph Bruce, of 191, Gresham house, Old Broad st. Slaughter & May, Austinfrans, solers to the liquidators.

SIXE CREA SOAP CO., LIMITED—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 2, Winkley sq, Preston. Turner & Sons, Preston, solers to the liquidator.

STEAMSHIP "EURYPIDES" CO., LIMITED—Creditors are required, on or before Oct 31, to

send their names and addresses, and the particulars of their debts or claims, to Henry R. Laybourn, 23, Chapel st, Liverpool.

ZAROFAN MINES, LIMITED—Creditors are requested, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Ronaldson and Waller Marsh Pigram, 71, Bishopsgate st. Birchalls, Gracechurch st, solers to the liquidators.

London Gazette—TUESDAY, Sept. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FAIRWORTH MOSTON WOODHOUSES AND DISTRICT BILLPOSTING AND ADVERTISING CO., LIMITED—Creditors are required, on or before Wednesday, Oct 21, to send their names and addresses, and the particulars of their debts or claims, to Albert Hoyle, 18, The Walk, Rochdale. Ripley, Rochdale, solers for liquidator.

LINDSAY'S EXTENDED (EAST) GOLD MINE, LIMITED—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to Frederic Offer, 110, Cannon st.

LINDSAY'S GOLD MINES, LIMITED—Creditors are required, on or before Oct 27, to send their names and addresses, and the particulars of their debts or claims, to Frederic Offer, 110, Cannon st.

T. KNIGHT & SONS, LIMITED—Creditors are required, on or before Nov 15, to send their names and addresses, and particulars of their debts or claims, to Mr. Ernest John Sparshatt, 14, Goldney rd, Clifton, Bristol. Payne & Fuller, Bath, solers to liquidator.

MARTIN MATTHEWS & Co., LIMITED—By an order made by Chitty, J., dated Sept 8, it was ordered that the voluntary winding up of the company be continued. Kingsford & Co, Essex st, Strand, solers for petrers.

WIGSTON ELECTRICAL AND ENGINEERING CO., LIMITED—Petr for winding up, presented Sept 15, directed to be heard on Oct 28. Crowders & Vizard, 55, Lincoln's-inn-fields, solers for petrers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27.

FRIENDLY SOCIETIES DISSOLVED.

POOR MAN'S FRIENDLY SOCIETY, Black Swan, Peasholm Green, York. Sept 16

ROYAL OAK FRIENDLY SOCIETY, Highlander Inn, Wilmston, Blaydon-on-Tyne, Durham. Sept 9

St. GEORGE CHAPTER No. 55 ROYAL ARCH DEGREE ORDER OF DRUIDS, Roebuck Inn, Bytton st, Manchester. Sept 16

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Sept. 18.

ARTHUR, ALBERT FREDERICK, Charfield, Gloucester, Farmer Oct 17 Pomeroy & Co Bristol

BARRATT, CHARLES, Stoke Newington Nov 6 Makinson & Co, Devereux bldgs

BARRATT, HARRIETT, Stoke Newington Sept 10 Makinson & Co, Devereux bldgs

BARRATT, SAMUEL THOMAS PRATT, South Hampstead Oct 5 Drake & Co, Road in

BARRY, HORACE, Birchall In Nov 16 Cooper & Co, Birchall In

BARTON, GEORGE, Edgbaston, Birmingham Nov 1 Westwood, Birmingham

BLACKETT, JOHN CHARLES, Thorpe, Surrey Nov 10 Long & Co, Windsor

BOOTH, MARY ANN, Longsight Oct 4 Elloft & Elloft, Manchester

COCKS, HENRY ANDREW WILLIAM, Durham Oct 21 Barron & Smith, Darlington

DORNING, ELIAS, Pendlebury, Lancaster Nov 3 Farrar & Co, Manchester

DUDLEY, HANNAH HENRIETTA, Yardley, Worcs Nov 1 Westwood, Birmingham

DUNFORD, ELEANOR, Newport, I of W Sept 30 Roach Pittis, Newport

EXTWILE, CHARLES, Eccles, Lancashire Nov 2 Grundy & Co, Manchester

EVANS, THOMAS, Eccleshall, Staffs, Labourer Oct 17 Cooper & Lea, Eccleshall

FIELD, SAMUEL, Skelmanthorpe, York Nov 6 Jackson, Huddersfield

FISHER, WILLIAM, Cardiff Oct 30 Woodcock & Co, Bloomsbury sq

FLECK, ANNA MARY, Wakefield Oct 9 Stewart & Chalker, Wakefield

FULTON, FRANCES CHARLOTTE, Edgbaston Nov 3 Ryland & Co, Birmingham

KYTHE, THOMAS FAWTHROP, Bradford, York Oct 22 Atkinson & Ward, Bradford

HALDANE, CHARLES FREDERICK, Plymouth Oct 31 Gidley & Son, Plymouth

HAMPSON, SARAH, Tylbus, Ingatestone, Essex Oct 31 Fellagar & Hulton, Bolton

HILL, ELIZABETH MARY, Turbridge Wells Nov 20 Rodgers & Co, Sheffield

HOLLESTER, LUKE, Bournemouth Oct 31 Brown, Lincoln's inn fields

HOWE, ROBERT, Leeds Oct 31 Gould & Coombe, Sheffield

JOLLY, ROBERT, Heigham, Norwich Oct 31 Sadd & Bacon, Norwich

JONES, ALPHONSO HENRY, Greenford Oct 21 Staurope & Co, Old Broad st

KENNEDY, AMELIA MARIA, Sydenham Oct 14 Arnold & Henry White, Gt Marlborough street

KNIGHTS, BRYANS THOMAS, Coleman st Nov 15 Tyler, Clement's inn, Strand

LAKEHAN, SAMUEL, St John's Wood Oct 31 Saxton & Son, Queen Victoria st

LAURENT, JULES VESQUE, Walsall Oct 17 Armstrong, Walsall

MARRIOTT, JOSEPH, Nottingham Nov 21 Henry Wing & Son, Nottingham

OLIVER, JOHN, Gulval, Cornwall, Market Gardener Oct 17 Dale, Penzance

PAYNE, DAVID, Harborne, Stafford Oct 23 Hooper & Ryland, Birmingham

PENALUNA, RICHARD, Wendron, Cornwall, Miner Oct 3 Dale, Penzance

PERCEVAL, ERNEST AUGUSTUS, Henbury, nr Bristol Oct 14 Arnold & Henry White, Gt Marlborough st

STROVE, HELEN, Chiswick Oct 24 Oldman & Co, Old Serjeants' inn

TURNER, ELIZABETH MILES, Ilfracombe Oct 19 Stallard & Turner, Bedford row

VILLIERS, JOSEPH, Birmingham, Gent Nov 1 Westwood, Birmingham

WARD, MARY ANN MARIA, Watford, Herts Oct 19 Rickards & Co, Old Broad st

WILSON, HENRY JOSEPH, Homley on Tyne, Farmer Nov 7 Brown, Newcastle on Tyne

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, SEPT. 18.

RECEIVING ORDERS.

ASHWORTH, JAMES, Keighley, Yorks, Tailor Bradford Pet Sept 14 Ord Sept 14
 BISHLEY, ARTHUR, Halifax, Milliner Halifax Pet Sept 14 Ord Sept 14
 BENNETT, WILLIAM HENRY, Gellygaer, Glam, Oil Vendor Merthyr Tydfil Pet Sept 16 Ord Sept 16
 CHOPE, STAFFORD, Kensington High Court Pet Aug 12 Ord Sept 14
 CLAPHAM, LIONEL, Newcastle on Tyne Newcastle on Tyne Pet Aug 15 Ord Sept 15
 CLARKE, SAMUEL, and JOSEPH CLARKE, Bulwell, Nottingham Nottingham Pet Sept 16 Ord Sept 16
 COOLEY, WILLIAM JAMES, Peckham, Coal Merchant High Court Pet Aug 21 Ord Sept 14
 GARTON, EDGAR VAUGHAN, Reigate, Surrey, Hotel Proprietor Croydon Pet Sept 16 Ord Sept 16
 GILDER, ISAAC, Liverpool, Poultry Dealer Liverpool Pet Aug 29 Ord Sept 15
 GILSON, WILLIAM, West Bromwich Dudley Pet Sept 15 Ord Sept 15
 GRIMSHAW, JOSEPH, Farnworth, nr Bolton, Builder Bolton Pet Aug 29 Ord Sept 15
 HENSTOCK, ALBERT JOHN, Hanley, Solicitor Hanley Pet Aug 24 Ord Sept 11
 ILLMAN, WILLIAM, and THOMAS KNIGHT ILLMAN, Noble st, Falcon sq High Court Pet Sept 14 Ord Sept 15
 KYRIAD, JAMES, Thetford, Norfolk, Wheelwright Norwich Pet Aug 20 Ord Sept 16
 LEWIS, EBERNEZER, Tollington Park High Court Pet Sept 16 Ord Sept 16
 MARTIN, JOSEPH FRANCH, Aberavon, Glam, Grocer Neath Pet Sept 16 Ord Sept 16
 MIDDLELEY, CHARLES HUNT, Gt St Helen's Commission Agent High Court Pet Aug 25 Ord Sept 16
 MILLIS, ALFRED, Richmond, Hotel Manager Wandsworth Pet Sept 12 Ord Sept 12
 MUNSON, MATTHEW, Marks Toy, Essex, Farmer Colchester Pet Sept 15 Ord Sept 15
 NICHOLAS, FREDERICK, Berkley, Somerset, Farmer Frome Pet Sept 14 Ord Sept 14
 PINNOCK, GEORGE ALBERT, and EDWARD ABRAMS, Mincing lane, Merchants High Court Pet Aug 21 Ord Sept 16
 PORTER, THOMAS MORGAN, Bristol, Boot Manufacturer Bristol Pet Sept 15 Ord Sept 15
 POTTER, ALFRED, Regent st, Bootmaker High Court Pet Aug 18 Ord Sept 16
 PRESTON, CHARLES EDWARD, Colson Moor, Leics, Blacksmith Burton on Trent Pet Sept 15 Ord Sept 15
 REES, CLEMENT PRAYLEY, Norwich Norwich Pet Sept 14 Ord Sept 15
 SHARP, ABRAHAM, Barrow in Furness, Labourer Ulverston Pet Sept 15 Ord Sept 15
 SPENCER, HENRY, Leicester, Commission Agent Leicester Pet Sept 16 Ord Sept 16
 WEIR, DAVID, jun, Weston park, Crouch End, Provision Merchant High Court Pet Sept 16 Ord Sept 16
 WILLIS, WILLIAM HENRY, Parkstone, Dorset, Poole Pet Sept 14 Ord Sept 14
 WINDRATT, WILLIAM ROBERT, South Brent, Devon, Oil Dealer Plymouth Pet Sept 14 Ord Sept 14

FIRST MEETINGS.

BARRIS, WILLIAM, Kirkgate, Wakefield Sept 25 at 11 Off Rec, 6, Bond st, Wakefield
 BISHLEY, ARTHUR, Halifax, Milliner Sept 28 at 11 Off Rec, Townhall chmbrs, Halifax
 BLOTT, FRANK GOLDSMITH, Wisbech, Mechanical Engineer Sept 28 at 10 Court House, King's Lynn
 BRIDGE, OLIVER JOHN, Ipswich, Clothier Sept 25 at 12.15 38, Princes st, Ipswich
 CHOOKER, ISAAC, Sheffield, Joiner Sept 25 at 3 Off Rec, Fytroo in, Sheffield
 GRIMSHAW, JOSEPH, Farnworth, nr Bolton, Builder Sept 29 at 10.30 16, Wood st, Bolton
 HAMER, HENRY FRYCE, Upper Norwood Sept 25 at 1 Bankruptcy bldg, Carey st
 HUDSON, WILLIAM HENRY, Nottingham Sept 25 at 12 Off Rec, St Peter's Church walk, Nottingham
 ILLMAN, WILLIAM, and THOMAS KNIGHT ILLMAN, Noble st, Falcon sq Sept 25 at 12 Bankruptcy bldg, Carey st
 JAMES, JOHN, St Ishmael's, Pembroke, Farmer Sept 26 at 12.30 Castle Hotel, Haverfordwest
 JENNINGS, RICHARD ERNEST, Lee, Kent, Builder Sept 25 at 12.30 24, Railway app, London Bridge
 LEACH, SAMUEL, Upend Kirlington, Cambs, Dealer Oct 14 at 10 Off Rec, 5, Pettycurry, Cambridge
 PRANCE, HARRY TOM, Cardiff, Brewer Sept 29 at 11 Off Rec, 29, Queen st, Cardiff
 PRICE, JOHN, Trehertha, Glam, Collier Sept 25 at 12 65, High st, Merthyr Tydfil
 REES, CLEMENT PRAYLEY, Norwich Sept 28 at 12 Off Rec, 8, King st, Norwich
 RODRICK, DAVID JOHN, Cardiff, Grocer Sept 30 at 3 Off Rec, 29, Queen st, Cardiff
 RUSSELL, J C, Shepherd's Bush, Horse Dealer Sept 28 at 11 Bankruptcy bldg, Carey st
 SMITH, ROBERT ALPHONSO, Hilgay Fen, Norfolk, Farmer Sept 28 at 10.15 Court house, King's Lynn
 SUTHERLAND, DAVID MACARTY, Newport, Mon, Draper Sept 28 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
 TURNER, FERGIVAL PURVEY, Bognor, Cycle Engineer Sept 29 at 3 Royal Norfolk Hotel, Bognor
 TURNER, GEORGE WILLIAM, Leeds, Wheelwright Sept 25 at 11 Off Rec, 22, Park row, Leeds
 WALKER, DAVID, Stockwell, Stonemason Sept 25 at 12 Bankruptcy bldg, Carey st

WILLIAMS, ARTHUR THOMAS, Leigh Linton, Wores, Farmer Sept 25 at 11 Off Rec, 45, Copenhagen st, Worcester

ADJUDICATIONS.

ASHWORTH, JAMES, Keighley, Yorks, Tailor Bradford Pet Sept 14 Ord Sept 14
 BENNETT, WILLIAM HENRY, Gellygaer, Glam, Oil Vendor Merthyr Tydfil Pet Sept 15 Ord Sept 16
 BISHLEY, ARTHUR, Halifax, Milliner Halifax Pet Sept 14 Ord Sept 14
 CHEDDER, WILLIAM, Bridgwater, Builder Bridgwater Pet Aug 27 Ord Sept 15
 CLARKE, SAMUEL, and JOSEPH CLARKE, Bulwell, Nottingham Nottingham Pet Sept 16 Ord Sept 16
 CREWE, JOSEPH, Clapton, Financial Agent High Court Pet June 20 Ord Sept 16
 DIXON, JOHN, Frodsham, Ches, Builder Warrington Pet Aug 19 Ord Sept 14
 EMERY, ALICE SOPHIA, 8th Lambeth rd High Court Pet July 31 Ord Sept 14
 EVANS, DAVID, Old Bethnal Green rd, Dairyman High Court Pet July 16 Ord Sept 14
 FLATAU, HARRY, Hackney rd, Shoe Manufacturer High Court Pet Aug 27 Ord Sept 16
 GARTON, EDGAR VAUGHAN, Reigate, Hotel Proprietor Croydon Pet Sept 15 Ord Sept 16
 GILSON, WILLIAM, West Bromwich, Late Beerhouse Keeper Dudley Pet Sept 14 Ord Sept 15
 JAMES, JOHN, St Ishmael's, Pembroke, Farmer Pembroke Dock Pet Sept 8 Ord Sept 15
 MARINI, GIOVANNI, Whitechapel High Court Pet Aug 10 Ord Sept 16
 MARTIN, JOSEPH FRANCH, Aberavon, Glam, Grocer Neath Pet Sept 16 Ord Sept 16
 MILLIS, ALFRED, Richmond, Surrey, Hotel Manager Wandsworth Pet Sept 12 Ord Sept 12
 MUNSON, MATTHEW, Marks Toy, Essex, Farmer Colchester Pet Sept 15 Ord Sept 15
 NICHOLAS, FREDERICK, Berkley, Somerset, Farmer Frome Pet Sept 14 Ord Sept 14
 PURNELL, GEORGE, Gloucester, Boot Dealer Gloucester Pet Aug 14 Ord Sept 15
 REES, CLEMENT PRAYLEY, Norwich Norwich Pet Sept 14 Ord Sept 15
 SHARP, ABRAHAM, Barrow in Furness, Labourer Ulverston Pet Sept 15 Ord Sept 15
 SNOWDEN, WILLIAM ALFRED, Scarborough, Grocer Scarborough Pet Aug 7 Ord Sept 14
 SPENCER, HENRY, Leicester, Commission Agent Leicester Pet Sept 16 Ord Sept 16
 WEBB, RODERICK B, Hythe, Kent, Lieutenant Canterbury Pet June 22 Ord Sept 14
 WICKENS, ALEXANDER, Aldhurst, Sussex, Coal Merchant Tunbridge Wells Pet Sept 11 Ord Sept 11
 WILLIS, WILLIAM HENRY, Parkstone, Dorset, Poole Pet Sept 14 Ord Sept 14
 WINDRATT, WILLIAM ROBERT, 8th Brent, Devon, Oil Dealer Plymouth Pet Sept 10 Ord Sept 14

London Gazette.—TUESDAY, SEPTEMBER 22.

RECEIVING ORDERS.

ALLOPP, THOMAS, Shephard, Leicester, Late Sub-Postmaster Leicester Pet Sept 18 Ord Sept 18
 ASHWORTH, THOMAS HALSTED, and HERBERT ASHWORTH, Morecambe, Lancashire, Auctioneers Preston Pet Sept 17 Ord Sept 17
 BILTON, JOHN, Leeds, Grocer Leeds Pet Sept 19 Ord Sept 19
 CHALLONER, THOMAS, Bilston, Stafford, Charter Master Dudley Pet Sept 17 Ord Sept 17
 COOK, THOMAS ASHLEY, Hyde, Cheshire, Confectioner Ashton under Lyne Pet Sept 19 Ord Sept 19
 EDDER, HUGH, Skelmersdale, Lancs, Loukeeper Liverpool Pet Sept 19 Ord Sept 19
 JAMES, EDWARD BOSVILLE, Blomfield rd, Maida Vale, Officer in H M Army High Court Pet June 23 Ord Sept 18
 JAMES, HENRY, Barry Dock, Glamorgan, Wine Merchant Cardiff Pet Sept 17 Ord Sept 17
 MCARTHUR, FREDERICK WILLIAM, Swansea, Clerk Swansea Pet Sept 18 Ord Sept 18
 MARTIN, HAROLD STRATFORD, Hastings, Builder Hastings Pet Sept 18 Ord Sept 18
 MURRAY, GEORGE EDWIN, Leeds, Commission Agent Leeds Pet Sept 17 Ord Sept 17
 PRESTON, JOHN WILLIAM, Old Parks, nr Ashby de la Zouch, Farmer Burton on Trent Pet Sept 15 Ord Sept 15
 RICHARDSON, GEORGE, Fley, Yorks, Grocer Scarborough Pet Sept 17 Ord Sept 17
 ROBSON, JOHN JOSEPH, Balailey, Grocer Barnsley Pet Sept 17 Ord Sept 17
 SKES, WILLIAM HENRY, Bradford, Milliner Bradford Pet Sept 18 Ord Sept 18
 TETLEY, CHARLES, Bradford, Wool Comber's Traveller Bradford Pet Sept 18 Ord Sept 18
 UNDERWOOD, GEORGE THOMAS, Southport, Auctioneer Liverpool Pet Sept 10 Ord Sept 10
 WAKEFIELD, CHARLES, Leeds, Tailor Leeds Pet Sept 17 Ord Sept 17
 WHEATRE, ATKINSON, Stanningley, Yorks, Labourer Bradford Pet Sept 17 Ord Sept 17

FIRST MEETINGS.

ALLOPP, THOMAS, Shephard, Leeds Sept 29 at 12.30 Off Rec, 1, Bertrigg st, Leicester
 ASHWORTH, JAMES, Keighley, Yorks, Tailor Oct 1 at 11 Off Rec, 31, Manor row, Bradford
 BALDWIN, ALFRED, Rough Lee, nr Brierfield, Lancs, Farmer Oct 1 at 1 Exchange Hotel, Nicholas st, Burnley
 BERSHIRE, WILLIAM, South Shields, Plasterer Oct 2 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 BROWN, JOHN HENRY, Milnrow, nr Rochdale, Licensed Victualler Sept 29 at 11 Townhall, Rochdale

CHOPE, STAFFORD, Queen's gate, Kensington Oct 1 at 1 Bankruptcy bldg, Carey st
 COOLEY, WILLIAM JAMES, Chadwick rd, Peckham, Coal Merchant Sept 30 at 12 Bankruptcy bldg, Carey st
 DAY, DANIEL, Hereford, Glass Dealer Oct 2 at 10 Off Rec, Hereford
 DENNIS, JOSEPH, Great Grimsby, Fisherman Sept 30 at 11 Off Rec, 13, Osborne st, Great Grimsby
 DIXON, JOHN, Halesy, Frodsham, Cheshire, Builder Oct 9 at 10.45 Court house, Upper Bank st, Warrington
 FLATAU, HARRY, Hackney rd, Shoe Manufacturer Sept 30 at 11 Bankruptcy bldg, Carey st
 JAMES, GEORGE, Hereford, Tobaccoist Oct 2 at 10 2, Off Rec, Hereford
 JOHNSTONE, W H, Princes st, Hanover sq, Decorator Oct 1 at 1 Bankruptcy bldg, Carey st
 JONES, EDWIN HARRY, Gt Winchester st Oct 1 at 12 Bankruptcy bldg, Carey st
 JONES, JOHN THOMAS, Ton Pentre, Glamorgan, Watchmaker Sept 29 at 12 65, High st, Merthyr Tydfil
 LEWIS, EBERNEZER, Wray cresent, Tollington Park, Fine Art Publisher Sept 29 at 11 Bankruptcy bldg, Carey st
 MIDDLELEY, CHARLES HUNT, Gt St Helen's, Commission Agent Sept 29 at 1 Bankruptcy bldg, Carey st
 MONK, JOHN, Richmond rd, Twickenham, Builder Sept 29 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
 MOSELEY, HENRY, Southport, Lancs, Solicitor Sept 30 at 12 Off Rec, 35, Victoria st, Liverpool
 MUNSON, MATTHEW, Marks Toy, Essex, Farmer Oct 2 at 11.30 Cups Hotel, Colchester
 NICHOLAS, FREDERICK, Berkley, Somerset, Farmer Sept 30 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 PATTERSON, JOHN, Leeds, Gas Lighting Engineer Sept 30 at 12 Off Rec, 22, Park row, Leeds
 PRABSON, JOHN WILLIAM, Leeds, Cost Clerk Oct 1 at 11 Off Rec, 22, Park row, Leeds
 PERRY, CHARLES HYDE, Southsea, Restaurant Keeper Oct 6 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 PHILLIPS, HENRY CHARLES BUNNELL, Keoll, Tupsley, Hereford Oct 2 at 10 2, Off Rec, Hereford
 PINCKO, GEORGE ALBERT, and EDWARD ABRAMS, Mincing lane, Merchants Sept 29 at 12 Bankruptcy bldg, Carey st
 PORTER, THOMAS MORGAN, Bristol, Boot Manufacturer Sept 30 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 POTTER, ALFRED, Regent st, Bootmaker Oct 2 at 1 Bankruptcy bldg, Carey st
 PRESTON, CHARLES EDWARD, Colson Moor, Leicester, Blacksmith Sept 29 at 3 Midland Hotel, Station st, Burton on Trent
 RHODES, JOHN HENRY HORACE WENTWORTH, Leeds, Civil Engineer Sept 30 at 11 Off Rec, 22, Park row, Leeds
 SHEEN, THOMAS, Clifford, Hereford, Farmer Oct 2 at 10 2, Off Rec, Hereford
 SMITH, SAMSON, Bowling, nr Bradford, Yorks, Soap Boiler Sept 30 at 11 Off Rec, 31, Manor row, Bradford
 TAYLOR, JOHN RICHARD, Hereford, Auctioneer's Clerk Oct 2 at 10 2, Off Rec, Hereford
 WEIR, DAVID, jun, Weston park, Crouch End, Provision Merchant Sept 30 at 12 Bankruptcy bldg, Carey st
 WILSON, WILLIAM, Whitehaven, Butcher Oct 2 at 3 County Court House, Whitehaven

ADJUDICATIONS.

ALLOPP, THOMAS, Shephard, Leeds Leicester Pet Sept 18 Ord Sept 18
 BALDWIN, ALFRED, Rough Lee, nr Brierfield, Lancs, Farmer Burnley Pet Aug 27 Ord Sept 18
 BILLINGTON, WILLIAM THOMAS, Aston, nr Birmingham Baker Birmingham Pet Sept 5 Ord Sept 15
 BILTON, JOHN, Leeds, Grocer Leeds Pet Sept 15 Ord Sept 19
 CHALLONER, THOMAS, Bilston, Staffs, Charter Master Dudley Pet Sept 17 Ord Sept 17
 COOK, THOMAS ASHLEY, Hyde, Cheshire, Confectioner Ashton under Lyne Pet Sept 19 Ord Sept 19
 COOLEY, WILLIAM JAMES, Chadwick rd, Peckham, Coal Merchant High Court Pet Aug 21 Ord Sept 19
 FENTON, A C, College hill, Cannon st, Secretary High Court Pet May 29 Ord Sept 18
 FRIEND, WILLIAM BRACHANUP, King William st, Cement Manufacturer's Agent High Court Pet June 3 Ord Sept 18
 GRIMSHAW, JOSEPH, Farnworth, nr Bolton, Builder Bolton Pet Aug 29 Ord Sept 17
 ILLMAN, WILLIAM, and THOMAS KNIGHT ILLMAN, Noble st, Falcon sq, Packing case Manufacturers High Court Pet Sept 14 Ord Sept 17
 JAMES, HENRY, Barry Dock, Glam, Wine Merchant Cardiff Pet Sept 17 Ord Sept 17
 JONES, EDWIN HARRY, Gt Winchester st High Court Pet Aug 7 Ord Sept 17
 LEWIS, EBERNEZER, Wray cresent, Tollington Park, Fine Art Publisher High Court Pet Sept 16 Ord Sept 17
 MACARTHUR, FREDERICK WILLIAM, Swansea, Clerk Swansea Pet Sept 18 Ord Sept 18
 MARTIN, HAROLD STRATFORD, Hastings, Builder Hastings Pet Sept 18 Ord Sept 18
 MONK, JOHN, Richmond rd, Twickenham, Builder Brent Pet Sept 10 Ord Sept 17
 MURRAY, GEORGE EDWIN, Leeds, Commission Agent Leeds Pet Sept 17 Ord Sept 17
 NEEDHAM, CHARLES, Leicester, Machine Broker Leicester Pet Aug 29 Ord Sept 14
 RICHARDSON, GEORGE, Fley, Yorks, Grocer Scarborough Pet Sept 17 Ord Sept 17
 ROBSON, JOHN JOSEPH, Barnsley, Yorks, Grocer Barnsley Pet Sept 18 Ord Sept 17

SADDON, EMILY, Arlington rd, Camden Town, Widow High Court Pet July 1 Ord Sept 17
SUTHERLAND, D M, Newport, Mon, Draper Newport, Mon Pet Aug 12 Ord Sept 16
EYRES, WILLIAM HENRY, Bradford, Milliner Bradford Pet Sept 18 Ord Sept 18
TETLEY, CHARLES, Bradford, Wool Comber's Traveller Bradford Pet Sept 18 Ord Sept 19
WAKEFIELD, CHARLES, Leeds, Tailor Leeds Pet Sept 17 Ord Sept 17
WALKER, FRANCES ELLEN, Shrewley, Warwick, Fishmonger Warwick Pet Aug 19 Ord Aug 22
WHEATER, ATKINSON, Stanningley, Yorks, Labourer Bradford Pet Sept 17 Ord Sept 17

ADJUDICATIONS ANNULLED.

LIVERST, JOSEPH MONTAGUE, Whitehall ct, Westminster, claiming as of right to be a Baronet High Court Adjud Nov 6, 1891 Annul Aug 12
GARDINER, EDWARD, Wickham St Paul, Essex, Farmer Colchester Adjud June 15 Annul Aug 11

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 0d.; by Post, 28s. 0d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

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SALES BY AUCTION FOR THE YEAR 1896.

MESSESS.

DEBENHAM, TEWSON, FARMER, & BRIDGEWATER

beg to announce that their SALES of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, October 6	Tuesday, November 17
Tuesday, October 20	Tuesday, December 1
Tuesday, November 3	

By arrangement, auctions can also be held on other days, in town or country. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

SALE DAYS FOR THE YEAR 1896.

MESSESS.

FAREBROTHER, ELLIS, CLARK & CO.

beg to announce that the undermentioned dates have been fixed for their AUCTIONS of FREEHOLD, Copyhold, and Leasehold ESTATES, Reversions, Shares, Life Interests, &c., at the Auction Mart, Tokenhouse-yard, E.C.

Other appointments for intermediate Sales will also be arranged.

Thurs., Oct. 8	Thurs., Nov. 5	Thurs., Dec. 3
Thurs., Oct. 22	Thurs., Nov. 19	Thurs., Dec. 17

Messrs. Farebrother, Ellis, Clark & Co. publish in the advertisement columns of "The Times" every Saturday a list of their forthcoming Sales by Auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 15, Old Broad-street, E.C.

MESSESS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,
Land, House, and Estate Agents,
8, MOORGATE STREET, BANK, E.C.,

AND

2, NEW KENT ROAD, S.E.
(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month, and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, References and Arbitrations, the Adjustment of Compensation and other Claims, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate Lists of Property, Ground Rents for Sale, and Houses, Premises, &c., to be Let, are issued on the 1st of each month; and can be had gratis on application, or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo. London."

FINSBURY PARK AND NORTHERN SUBURBS.

MESSESS. ROBSON & PERRIN beg to announce that they hold LOCAL EVENING SALES of PROPERTY MONTHLY throughout the year. These Sales, which have been held continuously for some years past, have become generally recognized as the best medium for the disposal of all Property in North London at fair prices. Special terms quoted on application. CONCISE PROPERTY REGISTER GRATIS ON APPLICATION. Auction and Estate Offices, Finsbury Park Station, N., and at Harringay, Hornsey, and Stroud Green Stations, N.

EDE AND SON,

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MAKERS.

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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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SOUTH DEVON.

In the beautiful district near Ivybridge and Modbury, and about ten miles from Plymouth and 13 from Totnes.—Valuable Freehold Farms, residence, woods, and small holdings of pasture and arable land, and the Union Inn, in Holbeton village, in the parishes of Ermington, Modbury, Holbeton, Kingstons, and Ringmore, comprising about 1,034 acres, and producing about £1,528 per annum in numerous Lots of various sizes, all let to yearly tenants.

MESSESS. DANIEL SMITH, SON, & OAKLEY will sell by AUCTION the above mentioned PROPERTY (being detached portions of the Flete Estate), at the ROYAL HOTEL, PLYMOUTH, on OCT. 15, at TWO precisely, in 28 Lots, which offer a good opportunity for the investment of large or small sums.

The sale includes, in Ermington, Lots 1 to 8, The Fawns, a capital residence in Ermington village; the Fawns Farm adjoining, and also Strode Farm, forming together an attractive small residential estate of nearly 166 acres, affording shooting and fishing in the Erme, within about 2 miles of Ivybridge Station; also various small enclosures of good pasture land and cottages, close to Ermington village. In Modbury (Lots 9 to 14), two lots of valuable grass land, close to the town; Butland Farm and wood, about 217 acres; Ashbridge Farm, 161 acres; and Orcheston Mill and land, 30 acres. In Holbeton, the Union Inn, a fully-licensed free house (Lot 15), and 25 acres of arable, called Wonwells and Wandown (Lot 28). In Kingstons and Ringmore (Lots 16 to 27), various enclosures of arable and pasture land near Kingstons village, and Okenbury Farm, about 356 acres, running from Kingstons to the sea coast. The farms are well let, and comprise much good land, and have capital houses and homesteads, on which large sums have been spent in recent years, especially on Okenbury.

Particulars and plans may be obtained of Messrs. Markby, Stewart, & Co., Solicitors, 67, Coleman-street, City, E.C.; of William L. Rogers, Esq., Solicitor, Modbury, Devon; of C. Elliot, Esq., 5, Victoria-terrace, Houndcombe, Plymouth; at the place of sale; and of the Auctioneers, 10, Waterloo-place, Pall-mall, S.W.

SOUTH DEVON.

On the River Yealm and on the Coast overlooking Bigbury Bay and the English Channel, between Plymouth and Modbury.—Valuable Freeholds, Farms, Woods, Houses, and Cottages, in the parishes of Newton Ferrers and Holbeton, comprising about 752 acres, and producing about £1,920 per annum, all let to yearly tenants.

MESSESS. DANIEL SMITH, SON, & OAKLEY will sell by AUCTION the foregoing PROPERTY (being portions of the Memland Estate), at the ROYAL HOTEL, PLYMOUTH, on THURSDAY, OCTOBER 16, in 11 Lots, immediately after the Flete Estate Sale, which commences at TWO o'clock.

The sale includes, in Newton Ferrers, Four Lots of house property in the village, Court Farm and wood, and nine cottages, about 173 acres on the River Yealm and close to the village; Clanacombe Farm, a choice little holding, about 42 acres. In Holbeton, three farms adjoining and lying between the road from Noss Mayo to Battsborough-cross and the sea coast in Bigbury Bay, on which they abut for about a mile and a half—namely, Carwell Farm, 153 acres; Keaton Farm, 174 acres; and South Battsborough Farm, 186 acres; also a small holding called Wonwell Barn, 23 acres. The farms are quite compact, well let, have south aspect, include a large portion of good land, much of it being old pasture, command grand sea and coast views, and form good building sites. They have good houses and homesteads, on which large sums have been spent in recent years, and offer a good opportunity for safe investment.

Particulars and plans may be obtained of Messrs. Lawford, W. C. & Lawford, Solicitors, 37, Finsbury-circus, London, E.C.; or Messrs. Adams & Son, Estate Agents, Plymouth, Devon; at the place of sale; and of the Auctioneers, 10, Waterloo-place, Pall-mall, S.W.

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E. COZENS SMITH, General Manager.

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Established 1821. Subscribed Capital, Two Millions.

CHAIRMAN—DAVID POWELL, Esq.

DEPUTY-CHAIRMAN—JOHN HUNTER, Esq.

Fire Policies which expire at MICHAELMAS should be renewed at the Office of the Company, or with the Agents, on or before the 14th day of OCTOBER. Applications for Agencies invited.

Manager of Fire Department—A. J. BELTON.

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